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The Solicitors' Journal

VOL. LXXIX. Saturday, May 4, 1935. No. 18

HIS MAJESTY THE KING.

THE FOUNTAIN OF JUSTICE.

AT the moment when the nation, and, indeed, the whole Empire, are expressing, with a spontaneity and heartiness which were only to be expected, their tribute of admiration of, and their gratitude for, His Majesty's twenty-five years of devoted and arduous service for the country, and are at the same time breathing the fervent hope that he may be spared "happy and glorious, long to reign over us," it is certainly fitting that in these columns, and voicing a large branch of the profession of the law, we should join in those congratulations and hopes being tendered on this auspicious occasion. From the earliest period of our national history there has existed between the occupant of the Throne and the profession of the law an intimate association. In early days the King was in fact, as well as in theory, the fountain of justice. He sat occasionally in the Aula Regis, whose lineal descendant may be said to be the tribunal which still bears his name, the King's Bench Division of the High Court of Justice, and himself administered justice to suitors who appeared before him. As time went on, it is true, the King's personal participation in the work of the courts ceased, and when at a later date James I sought to re-assert the royal right to determine disputes he was informed by Coke and the other judges that "the King in his own person cannot adjudge any case, either criminal, or treason, felony etc., or betwixt party and party, concerning his inheritance, chattels or goods etc., but this ought to be determined and adjudged in some court of justice according to the law and custom of England." While thus debarred from doing that which, we feel sure, his present Majesty would never dream of doing, or wish to do, the courts are still the King's courts, the King appoints the judges, defendants are summoned, prerogative writs are issued, and criminal prosecutions are commenced and carried on in the King's name, hence the profusion of cases to be found in the reports beginning with the title "Rex," a reminiscence of the days when, as Maitland wittily said, "our medieval law was couched in bad Latin and worse French." Nowadays, although the King does not personally adjudicate as between his subjects, he is still, as we are reminded in Wade and Phillips' scholarly work on "Constitutional Law," in theory the head of the judiciary. We find a notable link between him and the administration of justice in connection with appeals from the overseas parts of the Empire to the Judicial Committee of the Privy Council. Those appeals are heard by the Law Lords and others who are holding or have held high judicial office and these high judicial dignitaries, when they have arrived at their decision, humbly advise His Majesty thereof, which is duly embodied in an Order passed at a meeting of the Privy Council at which His Majesty is present who thus may be said to be brought into personal touch with litigants from his Dominions and Colonies.

Not only in the ways we have indicated does the King share in the administration of justice, he likewise, as will not be forgotten, plays a conspicuous part in the work of legislation, not indeed directly, but his assent is essential to its validity. Normally the assent of the House of Lords and the House of Commons is required to every statute. In certain circumstances the assent of the House of Lords may, under the provisions of the Parliament Act, 1911, be dispensed with, but the concurrence of the King is always necessary, this being signified in public Bills by the use of the time-honoured formula, "Le Roy le veult," by which magic words the Bill is instantly transformed into a statute, which, accordingly, recites that it is enacted "by the King's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same." Thus, we see His Majesty associated with the making and promulgation of the laws which are to be observed by the nation and to be enforced by the courts.

It is a popular misconception that the duties of the monarch are purely spectacular, involving no real work on his part. We have sought to indicate his relationship to the courts and to the work of legislation; but this represents but a small fraction of the duties that call for performance by him day by day. The number of documents he is required to sign to give them their validity is very large. The late Lord Balfour, speaking of the death of Queen Victoria, and referring to her work in this direction, said that short as was the interval between her last signature and her death, "it was yet long enough to clog and hamper the wheels of administration; and when I saw the accumulating mass of untouched documents which awaited the attention of the Sovereign, I marvelled at the unostentatious patience which for sixty-three years . . . had enabled her to carry on without a break or pause her share in the government of this great Empire." That toilsome task has now devolved upon His Majesty, and has been performed by him with the like conscientiousness and care as it was by his royal grandmother. So, too, as regards a host of other functions, such as giving audience to his Ministers, receiving accounts of Cabinet decisions, being presented to, and receiving the credentials of, foreign diplomatic representatives, and, on occasion, the decision of the delicate question which may emerge when a new Government is formed and it is uncertain which of the leaders of the party coming into office is the obviously proper person to be entrusted with the formation of the new Ministry. It will thus be seen that even in this "land of settled government, a land of just and old renown," it is no idle post to which the Sovereign is called. Constant toil is his portion, discharged in His Majesty's case with unfailing zeal and with the sole desire to further the best interests of the whole body of the nation.

LONG LIVE THE KING!

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Current Topics.

Easter Law Sittings.

THE lists of the High Court of Justice relating to the Easter Law Sittings, which began on Tuesday, show a general decrease in the number of causes with the exception of those relating to Probate and Divorce matters. In the Chancery Division there is a decrease from 265 to 130. The Witness List, Part I, will be taken by CLAUSON and CROSSMAN, JJ., and contains thirty-three cases. CLAUSON, J., has two actions in Part II of the Witness List, and CROSSMAN, J., one action in the same list and two assigned matters. Witness List, Part II, which contains forty-five cases, will be taken by EVE and FARWELL, JJ., and FARWELL, J., has, in addition, five retained adjourned summonses. LUXMOORE and BENNETT, JJ., are dealing with adjourned summonses and Non-Witness List. LUXMOORE, J., has, in addition, one further consideration, one retained action and one short cause, while BENNETT, J., has one case in Part I of the Witness List, one short cause, three procedure summonses and one further consideration. CROSSMAN, J., is taking the ninety-eight companies' matters and there are four appeals and motions in bankruptcy. The number of proceedings before the King's Bench Division shows a decrease from 847 to 660. The special jury, common jury and non-jury actions in the Ordinary List number respectively eighty-nine, fifty-two and 268. The New Procedure List contains 222 non-jury actions; the Commercial List twenty-three cases, and there are six actions set down under Ord. XIV. The number of matters to be considered by the Divisional Court is 110. There are seventy-two appeals in the Crown Paper and five in the Civil Paper, twenty-one Revenue appeals and two cases in the Special Paper. In addition there are six appeals under the Housing Acts, one under the Public Works Facilities Act, 1930, and three motions for judgment. The number of cases in the Probate, Divorce and Admiralty Division is 1,336, of which nine are Admiralty actions. With regard to the Court of Appeal, the list shows 114 appeals, of which eleven are interlocutory. Of the final appeals, twenty-seven are from the Chancery Division, fifty-six from the King's Bench and there are two Admiralty appeals and thirteen from the county courts and five from the County Palatine Court of Lancaster. The total number of causes amounts to 2,338.

The Chamber of Shipping on Legal Business.

A RESOLUTION recently passed by sixty votes to two at a meeting of the Council of the Chamber of Shipping in regard to the dispatch of business at the Law Courts supports in strong terms the preservation of the Admiralty and Commercial Courts and the continuance in each court of a judge and counsel with specialised knowledge of these subjects. There is, the resolution intimates, no reason why the entity, prestige or efficiency of the Admiralty Court should suffer by being linked up with the Commercial Court and other King's Bench Courts as part of a "King's Bench and Admiralty Division," instead of being associated with Probate and Divorce Courts as part of the Probate, Divorce and Admiralty Division, nor is it desirable to merge the work of the Commercial Court with Admiralty business. It is considered, moreover, that the efficiency and prestige of the Admiralty Court would suffer if it were made an entirely separate division, whether alone or having the Commercial Court or its work associated with it. Those responsible for the constitution and administration of the courts are urged to take note of the increasing tendency for disputes in Admiralty and commercial matters to be referred to arbitration and to do everything possible to provide in the courts the fullest possible facilities for the settlement of differences and disputes involving the weighing of evidence, the consideration of documents and the interpretation and application of law. It is thought that steps should be taken to check the volume of documents laid before the court in commercial cases, while the short cause rules in the Admiralty Court should be amended so as to leave it to the discretion of the court to order trial thereunder upon the application of either party and not merely on the consent of both. The resolution favours the retention of the same judges in Admiralty and Commercial Courts respectively for a definite period of, it is suggested, twelve months, the retention of the Admiralty Marshal and Admiralty Registry, the maintenance in the Commercial Court of the practice whereby the judge gives his attention to interlocutory proceedings and the preservation of the special procedure of each court with their facilities for fixing dates for hearing to meet the convenience of parties and witnesses and the expeditious dispatch of trials.

Imprisonment for Debt.

WE make no apology for returning to this subject, which, apart from its social aspect, is of particular importance to those concerned with the enforcement of the existing law and with the effectiveness, suitability or inadequacy of the remedies at present open to a creditor who seeks professional advice on the matter. Two recent letters to *The Times* touch upon certain aspects of the problem. The writer of one of them complains that the existing procedure in the county court is costly, cumbersome and in many cases quite useless when a creditor is confronted with a debtor of the experienced "won't pay" variety. The writer, who is the secretary of a large mutual trade protection society, continues: "A committal order (most difficult to obtain in any event) is the last resource, and if the debtor, who can pay but will not, is still obstinate and goes to prison, that does not help the creditor in the slightest degree. Creditors do not want their debtors imprisoned—all they ask is that those who can pay, those, for example, who are in receipt of a regular and adequate wage but who have no seizable assets, shall be made to pay." The question naturally arises as to the size of that section of debtors prepared to face imprisonment rather than comply with an obligation which they are perfectly capable of discharging. The number of those ready to adopt the course which commended itself to Mr. Pickwick cannot be very great and must form a very small proportion of debtors.

Is this an example of the hard case which makes bad law? Readers will draw conclusions from their own experience. That of the writer of the aforesaid letter, whose experience in his official capacity is naturally considerable, suggests that if the remedy which exists in Scotland of attachment of income, including wages, were available, imprisonment for debt in civil cases would soon be a thing of the past in this country.

Rating Arrears.

THE writer of the second letter referred to in the foregoing paragraph draws attention to the costs of the summons, distress warrant and commitment order, particularly as they affect the unemployed in arrears with payments of rates. It is stated that two years ago several unemployed men came in great distress to the local social service council—of which the writer of the letter is the chairman—because, being in arrears with their rates, commitment orders were out against them. As a result a rates bank was started, into which members were encouraged to pay small sums weekly while the council undertook to deal with the rating authorities. A sum of over £2,000 has been collected during two years, and there are 260 members of the bank; "but," the letter continues, "every half-year at least we have many of our members summoned, and either 3s., 5s. or 8s. is added by way of costs to their indebtedness." So much for the remedy which has taken forty-five members of the bank out of the hands of the police, many of them directly from the cells. In regard to the disease the writer goes on to dilate upon the uselessness of proceeding against unemployed men in this way. The insurance money leaves little margin for emergencies, and when rates amount to 3s. a week it is only by the strictest economy and the incidence of no unusual happening in the way of sickness or accident that the rate payment can be met. Instances of summons issued immediately on expiration of the half-yearly period are alluded to, with the consequence of an additional 3s. to a man's indebtedness. Some, who have fallen badly into arrears, have been committed to prison "for perhaps one of the rates due." "Meanwhile," the letter continues, "they lose their insurance money, their wives and families are thrown on the public assistance committee, and after they have served a month [in prison] they come back with still another rate against them, together with arrears of rent and other liabilities consequent upon the distress which has been imposed upon their families during their absence." The above distressing picture, the accuracy of which can hardly be denied, does not, we think, make out a convincing case for the elimination of the committal order in proceeding against those in arrears with rates. It does, however, emphasise the importance of drawing the distinction, to which we have alluded when dealing with this subject on a former occasion, between the man who will not and the man who cannot pay and of restricting the application of penal methods to cases falling clearly within the former category.

Clearance Orders: Housing Inspectors' Reports.

THE question whether the reports made to the Minister of Health on inquiries ordered as a result of a proposed application to an area of a clearance scheme should be made public was discussed on Tuesday by the Standing Committee of the House of Commons, which is considering the Housing Bill. Sir DONALD SOMERVELL, K.C., the Solicitor-General, recognised that there were strong arguments on both sides, but intimated that the view of the Government was that the weight of argument came down on the side of non-disclosure in accordance with existing procedure. The report of an inspector was not a judgment; it was advice tendered to the Minister, and its object was to give the Minister the greatest possible assistance in arriving at his decision. That object was best achieved by leaving the report, as at present, confidential. Another speaker pointed out that the kind of evidence given at these inquiries was not of the kind that would be given in a court of law; it was not given on oath, was guided by personal idiosyncrasy, and included a large number of personal and other factors. While not advocating publication of the inspectors' report, the speaker thought that the Minister should state the grounds on which he had reached his decision. The discussion arose out of a proposed new clause to the effect that these inquiries should be held by an independent person—not in the employment of the Government or of a local authority—and that an objector to a proposed clearance order should be entitled to obtain a copy of the inspector's report to the Minister of Health. The proposal was negatived by twenty-eight votes to three.

A Railway Valuation.

THE recent decision of the Railway Assessment Authority to the effect that all the London and North Eastern Railway hereditaments in England and Wales have no value at all for rating purposes and, in consequence, that a nil assessment should appear in the completed valuation roll is of considerable legal interest. The factors which led the Authority to revise its previous figure of £3,500,000 and to negative the application of 27 county councils and 15 county borough councils suggesting that the figure should be raised to £5,000,000 were the Railways (Valuation for Rating) Act, 1930, and the decision of the Railway and Canal Commission in the Southern Railway case (79 SOL. J. 127). The reasons for the conclusions are indicated by Mr. JOSHUA SCHOLEFIELD, K.C. (chairman of the Railway Assessment Authority) in a statement announcing the decision which is reported in *The Times* of 30th April. When the original figure was arrived at there had been no decision on the Railways (Valuation for Rating) Act and acting upon what was thought to be the true intent and meaning of s. 4, sub-ss. (1) and (2) thereof and taking into account all relevant considerations and circumstances the Authority decided that a just proportion between landlord and tenant of the figure of £10,904,195—a figure which, representing the net receipts in the accounting years, was not challenged—would be £3,500,000 for the tenant and the remainder for the landlord. That view was held until the decision in the Southern Railway appeal, which, of course, binds the Authority. Applying the principles adopted in that case the value of the tenant's chattels was in the case of the London and North Eastern Railway not likely to prove less than £69,000,000. The application of a similar percentage to that adopted in the Southern Railway case gave a figure of £10,350,000 (15 per cent. on tenant's capital), and if to that were added a share of the receipts earned without the use of tenant's chattels the total tenant's share so arrived more than absorbed the whole of the net receipts with the result indicated.

Recent Decisions.

IN *Rex* v. *Monmouthshire County Council; ex parte Smith and Another* (*The Times*, 1st May), it was held by a Divisional Court (the LORD CHIEF JUSTICE and AVORY and HUMPHREYS, JJ.) that the forms of application in which parents or guardians of students applying for bursaries provided by the council are not "vouchers" within the meaning of s. 224, sub-s. (1), of the Local Government Act, 1933, and, as such, open to inspection. Rule 8 (iii) of the Board of Education Grant Regulations, No. 4 of 1933, made under the Education Act, 1921, provides that bursaries and allowances shall only be made to students in need of assistance, and the aforesaid forms of application provided for a statement of a parent's or guardian's income, including his latest income tax assessment. The LORD CHIEF JUSTICE expressed a doubt as to the legality of the last-named requirement. A request to inspect the forms was refused on the ground that the information was confidential, and a rule *nisi* calling upon the County Council to show cause why a writ of *mandamus* should not issue commanding them to permit the inspection was discharged,

Agreements as to Costs.

An interesting discussion on the right of a client to require delivery of a detailed bill of costs from a firm of solicitors in respect of contentious business took place before Mr. Justice Farwell on the hearing of an adjourned summons on the 9th April. The solicitors had acted for the applicant in proceedings conducted in 1927 to 1931 for the recovery of moneys deposited with a bank which represented the proceeds of shipments of various goods belonging to a firm of which the applicant was a member. In the result a sum of upwards of £15,000, plus interest, was recovered. The solicitors in due course rendered an account in connection with those proceedings, showing the balance due after deducting a sum of 500 guineas for their costs. No detailed bill of those costs was delivered to the applicant, and he therefore brought the present application. In an affidavit by a member of the firm of solicitors it was stated that the applicant was told verbally by the deponent at an interview that the solicitors would agree to take a lump sum for their services together with the out-of-pocket charges, and that he could have a short delivered bill without detailed charges. The applicant, the affidavit continued, replied that he would agree to that. Counsel for the applicant submitted that it was the *primâ facie* right of a client who had employed a solicitor to know what his detailed charges were, and that in the absence of any considerations as would lead the court to suppose that the applicant was entirely disentitled in equity to have a bill no mere verbal agreement would be sufficient to deprive him of that right. The solicitors had allowed four years to pass before deducting their fee, but counsel contended that mere delay did not bar the right to taxation unless the result of the delay had been that the solicitor was not in a position to deliver the bill at all. In the present case, said counsel, there was clearly no agreement in writing as to costs, and the case was exactly covered by *In re Baylis* [1896] 2 Ch. 107, where it was held that there was no written agreement signed by the client entitling the solicitor to sums verbally agreed as his remuneration, and that therefore the client's right to taxation was not affected. Lindley, L.J., at page 118, said: "The next case made is that there was an agreement which precluded taxation. If there had been an agreement in writing as to the amount to be paid to the solicitor for his services that would have satisfied the Act of 1870 (33 & 34 Vict., c. 28), s. 4. It appears, however, that there was only a verbal agreement. Having before us the fact that there was such an agreement we cannot construe the words 'costs as agreed' in the way in which they were construed in *In re Frape* [1893] 2 Ch. 284, for they naturally refer to an antecedent agreement, and when there is such an agreement, though not in writing, we must treat them as referring to it."

Section 59 of the Solicitors Act, 1932, provides that: "A solicitor may make an agreement in writing with his client as to his remuneration in respect of any contentious business done, or to be done, by him . . ." Counsel for the solicitors in the present application referred to "The law as to Solicitors," by Dennis Herbert, at page 110, where it states under "Notes on Section 59" that: "This section is an enabling section and not one of a restrictive nature: therefore it does not restrict the common law right of a solicitor and his client to make an agreement on the subject of costs, or on any other subject, so long as that agreement is otherwise lawful: such an agreement may be effective and binding on the parties without being in writing. There are good reasons for arguing that on general principles an agreement not in writing, but otherwise lawful and binding, should not be excluded from the provisions of section 60." That text book, said counsel, was up to date, and the passage he had read showed the inference drawn by the author from the authorities. Mr. Justice Farwell, however, pointed out that he had got a decision of the Court of Appeal which was the other way—*In re Baylis, supra*—and that on the solicitors' own evidence there was only a verbal agreement in the present case. He (his lordship) said that he could not disregard the decision of the Court of Appeal. It was, he added, a case in which he confessed that he had much sympathy for the solicitors, who seemed to have acted with great generosity towards the applicant. They had been instrumental in recovering for him very large sums of money as the result very largely of their own exertions, and had used their own money because the applicant seemed to have been a person of little or no means when he went to them. The difficulty in the way of the solicitors was that *primâ facie* the applicant was entitled to the delivery of a bill. The whole evidence made it quite plain that there was only a verbal agreement. It had been suggested by counsel for the solicitors, concluded his lordship, that he had some jurisdiction in the special circumstances to refuse the application, but he (his lordship) knew of no such jurisdiction. He was bound by *In re Baylis, supra*, which really covered the point in this case exactly.

The Land Registry Annual Report.

The Chief Land Registrar's Annual Report on the work of H.M. Land Registry for the financial year 1934–5,* which has just been published, states that all previous records of increase in registration of title were exceeded in 1934, notwithstanding that the previous year had produced an unprecedented advance. While previous years had shown an average annual increase of about 6,000 cases, 1933 produced an advance of 33,044 cases. In 1934 this remarkable increase was maintained and even exceeded; the number of cases exceeding those registered in 1933 by 33,073. In the last two years, therefore, there was an increase over 1932 of some 66,000 cases—an increase in itself exceeding the total volume of cases (65,666) registered in the compulsory area in 1924—the year before the new real property legislation.

The most remarkable feature of the past year's increase was, however, the fact that it came almost exclusively from the non-compulsory areas. In the London compulsory area the increase amounted only to 1,686 cases; from the non-compulsory areas the increase was 30,604 cases. The volume of registrations from the voluntary areas now exceeds that of the compulsory areas by 16,671 cases, the figures for 1934 being: compulsory areas, 100,579; non-compulsory areas, 117,250.

The Chief Land Registrar points out with much force the difficulties of registration in voluntary areas. This is not merely due to the growing tendency to send all long, complex and disputable titles to the Registry to be transformed into first-class absolute titles (the cost of which is out of all proportion to the fees paid to the Registry) but the absence of up-to-date maps in voluntary areas. In these areas the Ordnance map rarely shows the latest development on the ground, and identification is often a matter of difficulty; and when the Registry attempts to plot out new development, the maps lack co-ordinating points sufficiently near to give the required accuracy.

The question of undefined boundaries was always one of the most difficult of problems and after the decision in *Chowood Ltd.* v. *Lyall* [1930] 1 Ch. 426, the Registry has found it necessary to refuse registration unless on a survey there are found either physical features clearly delimiting the land, or substantial boundary posts which have been erected as a condition precedent to the registration.

Despite this, however, the Land Registry is saddled with what is in effect the cost of bringing the Ordnance map up to date, and that in the most expensive way, viz., case by case. As an example, it was officially estimated that the case by case method of revision of the Ordnance Map for Middlesex would

* Report of H.M. Land Registry for 1934–35. London: H.M. Stationery Office. Price 6d. net, postage extra.

eventually cost more than £50,000, while an immediate survey of the whole area would cost only £20,000. In view of coming developments, Middlesex is now being re-surveyed, but the Registry is still left grappling with case to case surveys in the other voluntary areas.

Another difficulty faced by the Land Registry is that it is impossible to estimate the volume of work to be received from the voluntary areas. During the ten years prior to 1933 experience led to an expectation of an annual increase of some 6,000 cases. The slump of 1931 produced a check which seemed likely to assume considerable dimensions. An adjustment of staff and internal arrangements was made to meet a falling market when early in 1933 an unprecedented expansion of work arose which compelled an immediate revision of the whole of the departmental arrangements.

Except for the slight falling off in the speed with which registrations have been conducted (the average time for voluntary first registrations in 1934 being 11·8 days and that for dealings in non-compulsory areas 9·4 days), the efficiency of the service has been fully maintained. All applications for first registration were examined for absolute or good leasehold title and 99 per cent. of the London cases, 100 per cent. of the Eastbourne and Hastings cases and 98 per cent. of non-compulsory area cases were so registered. The fuller entries of subsidiary rights and restrictive covenants (designed to obviate the need of perusing any deeds in addition to the register) have been continual and the clearing and simplification of existing registers carried out in 15,872 instances. The issue of separate land certificates for individual plots of land has been continued. And conversion from possessory to absolute and good leasehold title has been effected on the motion of the Registry itself in over 5,500 cases. The economical working of the Department has within the last ten years enabled the Registry to reduce the fees for registration twice within the period, in addition to which a war-time deficit of £69,000 has been paid off, the freehold of the Land Registry building purchased by redemption of the £11,970 annuity thereon and an insurance fund of approximately £475,000 built up, a record of which any industrial organisation might be proud.

One of the new services introduced in 1934 was that of provisional priority. Much difficulty was caused by the number of cases presented for registration which were not in order. Such cases should strictly be cancelled and returned to the applicant, as holding them at the Registry during correspondence was impracticable through lack of accommodation and other causes. To return them, however, caused irritation to solicitors who presented them. As a compromise, in suitable cases, the documents and papers are now returned to the applicant (without cancelling the application on the pending list) accompanied by a letter explaining what is wrong and fixing a reasonable time during which priority is reserved while matters are put right.

Another new service is the issue at a nominal cost to vendors of as many office copies of the register as they have plots or houses to sell. The value of this service is that it obviates the need of inspection of the land certificate (the office copies being themselves admissible in evidence).

The number of clerical errors brought to light in 1934 was in 1,248 cases only representing a margin of 0·57 per cent. There are now 597,000 separate titles on the register.

In the Land Charges Department there were 162,293 registrations and in the Middlesex Deeds Registry 62,357 memorials were registered, an increase of just under 3,000. In the Agricultural Credits Department there were 472 registrations.

With regard to the financial stability of the Land Registry, the fee income from all departments amounted to approximately £314,000 and the expenditure to £231,000, leaving a surplus of about £83,000.

The report shows quite clearly that the efficiency and excellent administration of the Land Registry has not abated and that the Department continues its record of public service at the high level to which it has been raised by the genius of Sir John Stewart-Wallace and the loyal co-operation of his staff.

Company Law and Practice.

The Effect of Liquidation on Distress for Rent.

The question of a landlord's right to distrain on the goods of a company in liquidation is not without its complications: the Act itself is of little direct assistance, and there is a good deal of authority which it is not altogether easy to digest. I hope that this necessarily brief analysis of the subject may be of some use in a consideration of some of the practical problems which may arise.

Before proceeding to discuss the position of a landlord who wishes to distrain after the commencement of a winding up, I think it would make for completeness if we consider briefly the case of a distress which has been levied before a winding up but not completed by sale. If the subsequent winding up is compulsory the court, it seems, has jurisdiction under s. 172 of the 1929 Act to restrain further proceedings under such distress; and if the winding up is voluntary the same power would appear to subsist by reason of the joint operation of ss. 252 and 172 of the Act (see *In re Roundwood Colliery Co.* [1897] 1 Ch. 373, per Stirling, J.). With regard to the principles upon which the court will proceed in exercising its discretion the learned judge there said: "A creditor who has issued execution, or a landlord who has levied a distress, before the commencement of the winding up, will be allowed to proceed to sale unless there is established the existence of special reasons rendering it inequitable that he should be permitted to do so." The onus of showing that in the particular circumstances it is inequitable so to permit him will be on the liquidator. This principle was applied by the Court of Appeal in *Veneer's Electrical Cooking & Heating Appliances Ltd.* v. *Thorpe* [1915] 2 Ch. 404, where the company was tenant of premises at a yearly rent payable in advance. Before the commencement of the winding up of the company the lessor distrained for a year's rent in advance that had accrued due. The court held that the fact that the rent was payable in advance was not a special reason for restraining the lessor from proceeding to enforce his legal right to distrain.

The case of a distress levied but not completed before a winding up has commenced is not so common or so productive of difficulty as the case of a distress levied after the commencement of the winding up. Now the only express provision of the Act in this connection is, I believe, s. 174, which is as follows: "Where any company registered in England is being wound up by the court any attachment, requisition, distress or execution put in force against the estate or effects of the company after the commencement of the winding up shall be void to all intents."

It will be observed at once that that section applies only to a winding up by the court; in the case of a voluntary winding up it seems that we must fall back again upon the joint effect of ss. 252 and 172 of the Act, which together will enable the liquidator to apply to the court to restrain the distress. (For a recent case where this was done see *In re South Rhondda Colliery Co. Ltd.* [1928] W.N. 126.) We shall see shortly that, although the section says that in a compulsory winding up a distress is to be void yet in certain cases the court may give the landlord liberty to distrain on his application; and, so far as I can see, the only difference between compulsory and voluntary winding up in this connection is that in the former the landlord must go to the court for permission to distrain and in the latter he can distrain unless and until the

liquidator obtains an order of the court restraining him. There is no distinction in the principles which the court in either case will apply, and we can now proceed to consider these without discriminating further between voluntary and compulsory winding up.

In the case of distress, after a winding up has commenced, we must distinguish first between the position where the rent is in arrear at the commencement of the winding up and that where the distress is sought to be levied in respect of rent accruing after the commencement. As regards the former, if the landlord is a legal creditor of the company in respect of rent in arrear at the commencement of its winding up, he is not allowed to distrain for the arrears of rent but must prove his debt like any other creditor. The reason for this is explained by Lindley, L.J., giving the judgment of the Court of Appeal in *Re Oak Pits Colliery Co.*, 21 Ch. D. 322, at p. 329: "The object of the winding-up provisions of the Companies Act, 1862, is to put all unsecured creditors upon an equality and to pay them *pari passu*. A landlord who has not put in a distress before the commencement of the winding up is an unsecured creditor. He can prove against the company . . . for all rent in arrear at the time of his proof, but his right to distrain is taken away by s. 163 (s. 174 of the 1929 Act) unless circumstances exist which, in the opinion of the court, require it to give him leave to distrain under s. 87 (s. 177 of the 1929 Act). In all cases however in which a landlord seeks to distrain after a winding-up order or seeks to be paid his rent in priority to other creditors he must shew why he should have such an advantage over the other creditors."

So much for where rent is in arrear at the commencement of the winding up. The position is otherwise where the landlord's claim is in respect of rent accruing since the winding up began. It might well be thought that the wording of s. 174 is such as to prevent distress in any circumstances after a compulsory winding up has commenced. But the courts, following the decision in *Re Exhall Coal Mining Co.*, 4 De G. J. & S. 377, have decided that the section must be read subject to the provision of s. 177, which is as follows: "Where a winding-up order has been made . . . no action or proceeding shall be proceeded with or commenced against the company except by leave of the court, and subject to such terms as the court may impose": and that the effect is that the court has power to authorise a distress. This is explained in the judgments of the Court of Appeal in *Re Lancashire Cotton Spinning Company*, 35 Ch. D. 656; and the principle on which the court will act in allowing distress is enunciated by Cotton, L.J., at p. 662, in these words: "the landlord coming to ask the court to exercise the power which according to the decisions has been given by [s. 177] must shew one of two things, either that it is nequitable for the company or its liquidator to insist on [s. 174]—that there is some special equity which entitles the landlord to ask the court to relieve him of the burden of [s. 174]—or that it is a case in which the court will allow distress to be put in so as to recover the rent which ought to be paid as one of the expenses of the winding up. But the matter must be brought within one or the other of these heads in order to justify the court in disregarding the express provisions of [s. 174] which in terms are clear."

In fact the authorities show that where possession of the demised premises has been retained for the benefit of the winding up or been used by the liquidator for the purposes of the company's business or been kept by the liquidator in order to sell it, the court will give the landlord liberty to distrain for rent which has become due since the winding up; see, for example, *In re North Yorkshire Iron Company*, 7 Ch. D. 661, and *Re Oak Pits Colliery Co.*, 21 Ch. D. 322, at p. 330. On the other hand, if the liquidator has kept possession by arrangement with the landlord and for his benefit as well as for the benefit of the company, the landlord will not be allowed to distrain: see *In re Progress Assurance Company*, 9 Eq. 370, and *In re Lancashire Cotton Spinning Company*, *supra*.

It remains finally to notice two different sets of circumstances in which it has been held that s. 174 has no application and a landlord is entitled to distrain. The first of these is where there is no privity between the landlord and the company the company being a stranger to and not the tenant of the landlord, and the latter distraining on the company's goods which are in the demised premises. So in *Re Lundy Granite Company*, 6 Ch. App. 462, the landlord's lessee agreed to assign the lease to the company who took possession and were subsequently ordered to be wound up. The company's goods were not removed from the premises, and the landlord distrained on these goods for rent due to him from his lessee, and the court held that he was entitled so to do. The court said that it must be the true meaning of the Act to consider the provisions of what is now s. 174 as confined to proceedings by a creditor of the company against the goods of a company, and not that the court should have power to interfere with the rights of every one who happened to have goods of the company in his possession; as for example a landlord who has a right to proceed against his tenant and against the goods of every stranger which happen to be upon the land and subject to distress. The same decision was given in *Re Regent United Service Stores*, 8 Ch.D. 816, where a company entered into possession of leasehold property under an arrangement with the tenant, but without any arrangement with the landlord; the landlord was not a creditor of the company, so that what is now s. 174 did not apply, and the legal right of the landlord to distrain on goods on the premises could not be interfered with. As was said by Jessel, M.R., in *Re Traders' North Staffordshire Carrying Company*, 19 Eq. 60: "the meaning of the Act was to ensure equality amongst the creditors and the creditor whose proceeding was restrained was to come in and prove with the rest; but in *Re Lundy Granite Company*, the landlord was not a creditor at all, and therefore instead of producing equality, it would have produced inequality, by depriving him of his legal right to a distress and giving him nothing at all."

The second case in which it has been held that s. 174 has no application is where the goods upon which it is sought to distrain are mortgaged to debenture-holders to an amount exceeding their value. In such a case the section does not apply because the goods are no longer "estate or effects of the company" within the meaning of the section: see *In re New City Constitutional Club Company*, 34 Ch.D. 646, and *In re Harpur's Cycle Fittings Company* [1900] 2 Ch. 731. In the latter case it was held that the fact that the debenture-holders had not appointed a receiver made no difference to the company's ceasing to have any interest in the goods. But the landlord has no right to distrain in such a case where the claims of preferential creditors will exhaust the proceeds of sale of the property: *In re South Rhondda Coal Co., Ltd.* [1928] W.N. 126.

A Conveyancer's Diary.

Compound Settlements.

Compound settlements are always likely to cause difficulties and it is even at times not easy to determine whether land is in fact subject to such a settlement.

One point arises with regard to the trustees of such a settlement which has not yet been decided. By s. 31 (1) of the S.L.A., 1925, it is enacted that—

> "Persons, who are for the time being trustees for the purposes of this Act of an instrument which is a settlement, or is deemed to be a subsisting settlement for the purposes of this Act, shall be trustees for the purposes of this Act of any settlement constituted by that instrument and any instruments subsequent in date or operation."

As it stood that sub-section often created a very inconvenient position. The earliest of the chain of instruments must be looked at, and the trustees of that settlement traced. Probably

the earliest settlement would be of somewhat ancient date and the trustees thereof would all be dead and the personal representatives of the last survivor not traceable. It would, I think, have been much better to have made the trustees of the latest settlement trustees of the compound settlement. However, the provisions of the sub-section were certainly improved by the addition added thereto by the L.P. (Amend.) A., 1926, schedule :—

"Where there are trustees for the purposes of this Act of the instrument under which there is a tenant for life or statutory owner, but there are no trustees for those purposes of a prior instrument, being one of the instruments by which a compound settlement is constituted, those trustees shall unless and until trustees are appointed of the prior instrument or of the compound settlement, be the trustees for the purposes of this Act of the compound settlement."

Usually of course the instrument under which there is a tenant for life or statutory owner will be the latest one. The earlier settlements will generally be still subsisting by reason of some jointure portions remaining payable or to be raised thereunder.

A point of difficulty arises in the following circumstances. Take the case where the first of the instruments constituting the compound settlement is a will, and there are no trustees for the purposes of the S.L.A. of the will, but there are trustees for those purposes of some later instrument under which there is a tenant for life or statutory owner.

Now s. 30 (3) of the S.L.A. provides :—

"Where a settlement is created by will, or a settlement has arisen by the effect of an intestacy, and apart from this sub-section there would be no trustees of this Act of such settlement, then the personal representatives of the deceased shall, until other trustees are appointed, be by virtue of this Act, the trustees of the settlement, but where there is a sole personal representative, not being a trust corporation, it shall be obligatory on him to appoint an additional trustee to act with him for the purposes of this Act, and the provisions of the Trustee Act, 1925, relating to the appointment of new trustees and the vesting of trust property shall apply accordingly."

It may be contended that it is necessary in consequence of that provision to ascertain whether there are personal representatives of the testator by whose will the first settlement was created, and if there are such that they and not the trustees of the later settlement will be the trustees of the compound settlement.

If that be so, the personal representatives of the testator must be traced, and that may cause considerable trouble, and if they are found there will be a doubt whether they are or are not trustees of the compound settlement.

I venture to express the opinion that the trustees of the later instrument, not the personal representatives of the testator whose will created the earlier settlement, would be the trustees for the purposes of the Act of the compound settlement, but there is no certainty about it, and an application to the court for appointment of trustees of the compound settlement would be the only safe course in such circumstances.

Whilst on the subject of compound settlements I may remind the reader that there is not any definition of that expression in the S.L.A., 1925. In fact, I think that the expression only occurs in ss. 1 (1), 32 (2) and 33 (2) of the Act, and of course in the L.P. (Amend.) A., to which reference has been made. The expression was, however, in common use before the Act, and there have been many cases upon the question what constitutes such a settlement and upon the operation of it.

It was for some time in doubt as to who could exercise the statutory power of sale where there were several settlements constituting together a compound settlement, and as to the overriding of interests arising under the settlements, or some of them.

The important case of *Re Marquis of Ailsbury and Lord Iveagh* [1893] 2 Ch. 345, settled, at any rate, some of the doubtful points.

In that case there were several deeds of settlement dated respectively in 1796, 1826, 1863 and 1885. Under the last settlement the estates were limited to A for life with remainder to uses, *inter alia*, to secure payment of certain jointure rent-charges and then to B for life with remainders over. The first jointure was created under powers contained in the settlements of 1796 and 1826 and the last jointure under the settlement of 1863. The existing life interest was created by the deed of 1885.

It was held by Stirling, J., (1) that the whole series of deeds constituted a settlement within the meaning of s. 20 of the S.L.A., 1882 ; (2) that the tenant for life under the 1885 settlement had power to convey the settled estates freed from the jointure rent-charges created under the earlier deeds ; (3) that the purchaser (the case came before the court on a vendor and purchaser summons) was not entitled to require the concurrence in the conveyance of the jointress or of the trustees of the term by which the jointures were secured ; (4) that upon payment of the purchase money to the trustees for the purposes of the S.L.A., 1882, of the settlement constituted by the series of instruments, the income of the investments arising from such purchase money was applicable first in payment of the jointure rent-charges as the income of the estates if unsold would have been applicable.

That was followed by *Re Mundy and Roper's Contract* [1899] 1 Ch. 275, C.A. In that case there was a series of deeds consisting of (1) a settlement dated in 1861, by which estates were settled to the use of A for life with remainder to his first and other sons successively in tail male ; (2) a deed dated in 1865 whereby A charged the estates with a jointure rent-charge for his wife and with portions for his younger children under powers conferred by the settlement of 1861, both charges being secured by terms of years ; (3) a disentailing deed dated in 1889 ; (4) a resettlement also dated in 1889, whereby A became tenant for life with remainders over, but there was an express provision that A's life estate was in restoration or continuation of his former life estate.

It was held that the resettlement of 1889 should not be treated as the only settlement of the estates but should be treated as constituting with the earlier deeds a settlement within the meaning of the S.L.A., 1882, and accordingly that A could sell and make a good title to the estates discharged from the jointure and portions created by the deed of 1865 under the powers conferred by the deed of 1861.

Another controversy arose as to the effect of declaring in a resettlement that the life estate thereby created was in restoration of the former life estate of the tenant for life. Thus, where land stood limited to A for life with remainder to his eldest son (B) in tail and B disentailed with the consent of A, that being followed by a resettlement by A and B whereby A released his life interest under the former settlement and the estate was again limited to A for life, remainder to B for life, remainder to the eldest and other sons of B in tail, and it was declared that the life estate so limited to A was in restoration and by way of continuation of his former life estate.

After some decisions to the effect that in such a case A retained his former life estate, it was held in *Re Constable's Settled Estates* [1919] 1 Ch. 178, 183, that the former life estate was not in fact restored but that the powers of the tenant for life under the first settlement were not destroyed by his releasing his life estate thereunder. And in *Re Cope and Wadland's Contract* [1919] 2 Ch. 376, the court came to a similar conclusion.

The result of these cases was that the tenant for life could exercise his statutory powers under the original settlement even though there were no rent-charge payable and no portion remaining to be raised under it or he may exercise

such powers as tenant for life under the resettlement or as tenant for life of the compound settlement.

The effect of those cases has now received statutory sanction in the S.L.A., 1925, s. 22 (2). The sub-section enacts—

> "Where by a resettlement of settled land any estate or interest therein is expressed to be limited to any person (whether subject or not to any estate, interest, charge or power expressly created or conferred by the resettlement) in restoration or confirmation of his estate or interest under a prior settlement, then for the purposes of this Act and otherwise, that person is entitled to the estate or interest so restored or confirmed as of his former estate or interest, and in addition to the powers exerciseable by him in respect of his former estate or interest, he is capable of exercising all such further powers as he could have exercised by virtue of the resettlement if his estate or interest under the prior settlement had not been so restored or confirmed, but he had been entitled under the resettlement only."

And so is the law relating to land simplified!

Landlord and Tenant Notebook.

Goodwill: Some Older Authorities.

Questions as to the nature of goodwill have been much to the fore since the L.T.A., 1927, came into operation. The issues have mainly concerned the particular sub-species of goodwill which that statute makes the subject-matter of compensation, and it has been emphasised, in cases discussed in the "Notebook," that the statute means what it says, however badly it says it, when it speaks of "*by reason of* the carrying on by him [the tenant] or his predecessors in title"; a condition precedent which some of us were slow to appreciate, partly because it is separated, in the sentence in which it occurs, from the word "goodwill" by phrases defining time and space, which are matters more easily appreciated, and also because the word "goodwill" is followed by another qualifying phrase commencing with "by reason of," the condition this time being that the premises should fetch a higher rent than they would without the added goodwill.

But from time to time reference is made to the nature of goodwill in general, and to the first distinction to be drawn, namely, that between personal and local (or "attached" as the Act calls it) goodwill; and the authorities most cited are *Inland Revenue Commissioners* v. *Muller & Co.'s Margarine Ltd.* [1901] A.C. 217, with Lord Macnaghten's somewhat despairing "very easy to describe, very difficult to define," and *Trego* v. *Hunt* [1896] A.C. 7, with Lord Herschell's somewhat vague "connexion thus formed, together with the circumstances, whether of habit or otherwise, which tend to make it permanent." Lord Macnaghten, indeed, in the former case, stressed the point that goodwill can have no independent existence: "Destroy the business, and the goodwill perishes with it, though elements remain which may perhaps be gathered up and be revived again"—a description reminiscent of the grin of the Cheshire cat in "Alice."

The "New English Dictionary" gives the commercial meaning of "goodwill" as "the privilege, granted by the seller of a business to the purchaser, of trading as his recognised successor"—not much in point this, as the very object of the L.T.A., 1927, s. 4, is to make him who acquires it pay for it, which he formerly did not—but goes on "the possession of a ready-formed 'connexion' of customers, considered as an element in the saleable value of a business, additional to the value of the plant, stock-in-trade, book debts, etc.," which is nearer the mark. The same authority quotes, from a will of 1571: "I gyue to J.S. . . . my whole interest and good will of my Quarrell [quarry]," which shows how long the expression has been current. Dr. Johnson's great work is, however, silent on the subject; it was long after he had written the Lexicon that the nature and importance of goodwill were brought home to him, namely, when that of Thrale's Brewery was vested in him as an executor; and he then grew unusually enthusiastic about it, being reported to have said, in answer to an inquiry as to the value of the property, "We are not here to sell a parcel of boilers and vats, but the potentiality of growing rich beyond the dreams of avarice."

Coming to legal authorities: the intangible nature of goodwill was touched upon in a replevin action, *Smith* v. *Mapleback* (1786), 1 T.R. 441. The facts of that case began with a lease by the plaintiff of a tavern; the term had since been assigned, twice, and it seems clear that the second assignee had paid something for goodwill. He and the plaintiff had then made a document the construction of which was doubtful; the plaintiff was to "have" the place at the same rent plus £8 10s. a year "towards" the goodwill. Ultimately, the court decided that the effect of this agreement was that of a surrender rather than that of an assignment or a sub-lease; but in any event, the defendant was wrong in distraining for the sum mentioned, for distress was limited to rent because rent issued out of the land, which goodwill did not.

Another case illustrating how troublesome the question of the nature of goodwill can be is *Cruttwell* v. *Lye* (1810), 17 Ves. 335, in which the purchaser of a carrier's business from the defendant's assignee in bankruptcy asked for an injunction to restrain him from working a new route with the same termini, pursuant to an announcement that he had been reinstated by friends, etc. The contention was, in effect, that the defendant had taken possession of and was enjoying possession of property belonging to the plaintiff; but the court, not without some hesitation, refused the relief asked for.

Local and personal goodwill were distinguished in another case arising out of bankruptcy: *Re Thomas, ex parte Thomas and Thomas* (1841), 2 Mont., D. & De G. 294, unfolds the story of a family in which insolvency was apparently congenital. The business was that of an hotel, held under a lease determinable on bankruptcy, carried on by the two bankrupts' father till his death, when one of them, J. W. Thomas, took over. He, after a time, transferred it to the petitioners, W. M. Thomas, who a little later handed it over to their mother, who ran it with the assistance of the other bankrupt, S. Thomas. The mother died intestate; the two bankrupts then, without taking out letters of administration, took over the hotel and paid some of the mother's debts. On their bankruptcy, the lease was determined; but the petitioner then took a grant of administration of the mother's estate, and claimed a sum representing the goodwill of the business from the mother's estate. It was then that the court distinguished the case of *Farr* v. *Pearce* (1818), 3 Mad. 74, which concerned the goodwill of a surgeon, by pointing out the difference between personal and local goodwill, both of which might be present in such a case; the former, which was described as the "power to recommend customers, not exercisable by the assignees," did not pass to them; the latter did. It is, perhaps, not surprising that the court also found as a fact that there was no goodwill; but let no one hastily assume that goodwill cannot exist without profits. I know at least one flourishing hotel bought from vendors who started it and had to sell it cheaply, owing to losses; and, from another view point, there is some recognition of the independence of profit and goodwill in the concluding words of s. 4 (1) of our Act: "By reason whereof the premises would let at a higher rental than if no such goodwill had attached"—not necessarily a higher rental than what they were let at.

Farr v. *Pearce*, *supra*, arose out of a partnership; this branch of the law has been as fruitful of authority on the point as has bankruptcy. A clause by which the surviving partner of two surgeons was to take the "stock and trade" at a valuation was held not to entitle the deceased's administrator to part in respect of goodwill.

Another partnership case, *Hall* v. *Barrows* (1863), 4 De G., J. & S. 150, in which guidance was sought as to the valuation of goodwill in an iron works, raised the question of restraining the ex-owner. Lord Westbury, L.C., said: "I think it is necessary that the direction to value the goodwill should be accompanied by a declaration defining what is meant by it, at least negatively—that is to say, a declaration that the goodwill is not to be valued upon the principle that the surviving partner, if he were not the purchaser, would be restrained from setting up the same description of business. . . . Even without any such restriction there may be a subject of value directed by the term 'goodwill' that ought to be taken into account in making the valuation." This authority was followed in *Reynolds* v. *Bullock* (1878), 26 W.R. 678; but in *Chapman* v. *Hayman* (1885), 1 T.L.R. 397, the partnership deed being silent on the subject, though it mentioned "property," it was held that a valuation rightly omitted it.

The interest of these authorities for present purposes lies in the fact that the L.T.A., 1927, s. 4 (1) (*d*) (i), provides that in apt cases a condition may be imposed in an award restricting the tenant from setting up business in the neighbourhood. This may seem rather illogical, in view of the rigid distinction drawn between personal and attached goodwill; but it may be considered a recognition of the fact that some, at all events, attached goodwill is detachable.

Another pre-1927 authority which may some day come in handy is *Benjamin, Brook & Co. Ltd.* v. *Commissioners of Inland Revenue* [1896] 2 Q.B. 358. Shortly, the question was whether a sale of a concern manufacturing goods at a factory abroad, but distributing much of its output in England, London advertising agents attending to publicity, passed "property" in England, the document specifying the works and the goodwill. It was held that it did; and I think it will follow that a tenant carrying on an extensive mail order business may thereby qualify for compensation for goodwill under L.T.A., 1927. Goodwill can become attached to premises whether customers resort to them or write to them.

Our County Court Letter.

TRUST MONEY IN SOLICITORS' BANK ACCOUNTS.

In a recent bankruptcy motion at Wrexham County Court (*In re Jackson: Rogers and Another* v. *The Trustee*) a declaration was claimed that (1) a sum of £2,811, in the deposit account of the bankrupt's firm, was impressed with a trust, as money received by the bankrupt as trustee for the applicants, (2) the said sum formed no part of the estate divisible among the creditors, and the respondent was not entitled thereto. The applicants were the trustees of a marriage settlement, and had lent money on the security of a mortgage, which was paid off by means of a cheque of the above amount, payable to the bankrupt's firm (Ferrington and Jackson) as solicitors. The cheque was paid into the firm's bank, and the applicants (having already returned the deeds as mortgagees) in due course asked for the money. They were then informed of the bankruptcy, and, as the bank refused to disclose the state of the account, proceedings were taken. The evidence was that the above sum was credited on the 14th May, 1934, apart from which the account was £708 in credit at the date of the receiving order, viz., the 31st May. Between those dates only £449 was withdrawn, so that the account would still have been in credit, apart from the £2,811. The bank, however, claimed to set-off the amount due to it on the loan account, leaving a balance due to the customer of £900. The applicants relied on the rule in *In re Hallett* (1879), 13 Ch.D. 696, viz., if money held by a person in a fiduciary character, though not as trustee, has been paid by him into his bank account, the person for whom he held the money can follow it, and has a charge on the balance in the banker's hands. The respondent contended that no order should be made, as other parties were affected, and their consent had not been obtained, as required by Bankruptcy Rule 27. His Honour Judge Sir Artemus Jones, K.C., made the declarations, as asked, on the applicants undertaking not to part with the balance, viz., £900, for one month, in order that the respondent might communicate with the other parties interested. Compare *James Roscoe (Bolton) Limited* v. *Winder* [1915] 1 Ch. 62, in which it was held (distinguishing *In re Hallett, supra*) that the presumption that a trustee has spent his own money is not to be extended to a presumption that, after the wrongful withdrawal of trust money, any repayments must be deemed to be a restitution of the defalcations.

THE RIGHTS AND LIABILITIES OF HAIRDRESSERS.

In the recent case of *Spatz* v. *Bainbridge (Lincoln), Ltd.*, at Lincoln County Court, the claim was for damages for negligence on the ground that the defendants' permanent waving machine had reduced the plaintiff's hair to such a condition that she had to undergo a special course of oil and ray treatment to restore it. The plaintiff's case was that she warned the operator that her hair was fine and dry, but the machine was kept on too long, and the heat caused her hair to stand on end, without any waves. The manageress set her hair again next day, but the waves were only temporary, and her hair became brittle. Three witnesses gave expert evidence that the hair was oversteamed, although its texture should have warned the operator as to the necessary period. The defence was that the hair was poor and the scalp unhealthy, but all precautions were observed, and the plaintiff expressed her satisfaction on the two occasions it was done. His Honour Judge Langman held that there was no evidence of absence of reasonable care, and judgment was therefore given for the defendants, with costs.

Reviews.

The Law Relating to Covenants in Restraint of Trade. By the late F. A. Gare, B.A., B.C.L., of Lincoln's Inn, Barrister-at-Law. 1935. Demy 8vo. pp. xv and (with index) 164. London, Liverpool, Birmingham and Glasgow: The Solicitors' Law Stationery Society, Limited. 10s. 6d. net.

The greater part of this posthumously published work is by the late Mr. Gare, who has brilliantly expounded the modern application of the doctrine of public policy with the help of a large number of authorities. The remainder was written after Mr. Gare's death by Mr. D. H. McMullen, Barrister-at-law, of Lincoln's Inn. The shifting character of the doctrine is forcibly demonstrated in an introductory and historical note, in which the author traced its gradual whittling down from the days when Hull, J., angrily exclaimed that the plaintiff ought to be imprisoned and fined for obtaining a bond that the defendant would not carry on the trade of a dyer for half a year (*Dyer's Case* (1414), Y. Bk., 2 Hen. 5, fo. 5, pl. 26), to the famous dictum of Sir George Jessel, M.R., in *Printing and Numerical Registering Co.* v. *Sampson* (1878), L.R. 19, Eq. 462): "You have this paramount public policy to consider, that you are not lightly to interfere with the freedom of contract." Practitioners will find particularly interesting the chapters on the Principle of Reasonableness, Confidential and Non-confidential Employment and the Doctrine of Severance, while from the point of view of the draftsman the chapter on Construction and Interpretation of Covenants, with its special section on the Meaning of Certain Words and Phrases, will be found highly useful. The wide utility of this work is illustrated by the number of relationships which are enumerated at p. 84 as potentially giving rise to covenants in restraint of trade, viz.: employer and employee, vendor and purchaser of land and of businesses, partners, lessor and lessee, mortgagor and mortgagee, licensor and licensee (e.g., of a patent), and trade combinations. The book will be of the greatest assistance to practitioners working in these fields.

Land and Estate Topics.

By J. A. MORAN.

It is to be expected that the Royal festivities will have a disturbing influence on the market for real property. Sales are likely to fall off for a short period; but once the hammer gets going, auctioneers are sure to have a busy time. A large number of sales are fixed for the near future, and as there are many buyers about—investors as well as speculators—there is sure to be much competition. True, a large number of investments continue to change hands by private treaty, but there is no indication yet that the auction is not the quickest and surest means of realisation.

At Horsham police court a man was fined 20s. and ten guineas costs for disfiguring rural scenery by exhibiting a board that was used for advertising houses he had for sale. More's the pity the same law does not apply to the pill-boxes and variegated sheds that are hastily constructed for residential purposes for a trifle down and a few shillings a week afterwards.

It was unsuccessfully contended in a possession case at Wellington, in Somerset, that a house was not decontrolled because the owner did not enter it before handing the key to the new occupier. "I cannot understand," said His Honour Judge Wethered, "why delivery of the key to the landlord is held not to be delivery of possession. It does give the right to possess or power to control, although the landlord may not set foot on the premises. I am sure it was never intended by Parliament that any legal, technical or artificial sense should be placed on the words 'actual possession.'"

This is an important decision as, apparently, the point is still open to discussion.

Another interesting law case came before Mr. Justice Finlay in the King's Bench Division. It was an appeal from a decision of the Inland Revenue Commissioners that the conveyance of a plot of land was liable to stamp duty, not only on the price of the land, but also on the price of the house to be built upon it. Upon the price of the land itself the duty would have been £2 10s. Upon that of the land and house it would have been £18 10s. The judge decided as there were two separate transactions, the lower figure was correct. The appeal was allowed.

It is true that a lady has passed the examination of the Land Agents Society, but the male members of this enterprising organisation are not perturbed at this creditable performance. They know only too well that the position is one not at all likely to commend itself to the gentler sex. It is one thing to pass an examination, and quite another to be able to cope with the exacting duties that are expected from a member of the profession. Take agriculture alone: The person who aspires to be a successful land agent must have a practical acquaintance with all the ins and outs of our leading industry.

One hears a lot nowadays of the importance of town planning, although one might travel a lot before seeing any of the advantages to be derived from it. But after all that is said and done, the ancients appear to have been just as much interested in town planning as we are. As far back as B.C. 1570 the Egyptians practised what we appear more inclined to preach. For instance, that part of El Amarna, the city of Akhenaten, what is known as the workmen's village, is one of the most perfect examples of town planning in existence. It was built in the form of a square with six parallel streets, each with twelve houses, each house having four appartments.

The House of Lords has agreed to a Select Committee being appointed to examine into the present law concerning auctioneers, house agents and valuers' licences.

CORRECTION.

We are indebted to a correspondent for pointing out an error in the article on "Estate Duty on Policies of Assurance for Benefit of Donees or Nominees" which appeared at p. 296 of last week's issue. At the foot of the first column reference was made to s. 4 of the Finance Act, 1924; this should, of course, read 1894.

To-day and Yesterday.

Legal Calendar.

29 April.—On the 29th April, 1869, the unfortunate Dr. Kenealy recorded in his diary: "To-day at Gray's Inn, talking of Campbell, Lord Romilly said he was once in the pit at the Italian opera with a couple of barristers whom he named, when, as they were admiring Taglioni, one said, 'What a pity Campbell didn't go on the stage. He'd have danced to perfection!' The other said, 'No, he never could have danced like Taglioni. But after he had, been on the stage a year, he'd have got a higher salary than any other dancer.'" Thus they judged the Lord Chief Justice's talent for pushing himself.

30 April.—When so many great judges passing through the Temple have left the names of its courts unchanged, it is strange that Tanfield Court should perpetuate the memory of Sir Lawrence Tanfield, Chief Baron of the Exchequer, who died on the 30th April, 1625. Till his residence there it had been known as Bradshaw's Rents. He held judicial office for nearly twenty years and, although he bore a good reputation with his contemporaries, he seems to have been a hard, unjust man. It was openly alleged that his wife took bribes to influence his decisions.

1 May.—Prison life in the eighteenth century seems strange to-day. The Marshal of the King's Bench Prison in Southwark, having complained to the court of certain irregularities that he was powerless to repress, the court on the 1st May, 1790, ordered that every public house locally situated within the rules should be considered as without the rules, so that every prisoner who was seen at any public house within the rules would render the Marshal liable to an action for an escape. It was noted that the Dog and Duck and the Circus in particular would be affected.

2 May.—John Bosanquet was born at Forest House, in Waltham Forest, on the 2nd May, 1773. The first phase of his legal career was devoted to law reporting, and the volumes of Bosanquet and Puller keep his name alive. In 1830, he was appointed a Justice of the Common Pleas. A contemporary description says that "he is sufficiently quick in apprehending the principal points in a case and the whole matter appears with much distinctness to his own mind; but he has got such a round about way of addressing the jury or giving a decision that it often requires an effort to follow him closely."

3 May.—Sir Gilbert Elliot, Lord Minto, was appointed Lord Justice Clerk on the 3rd May, 1763. He held that office till his death three years later.

4 May.—The names of the "Lennie" mutineers tried for murder at the Old Bailey on the 4th May, 1876, seem more properly to belong to the period of "Treasure Island"—Matteo Cargalis, alias French Peter, Giovanni Carcaris, alias Joe the Cook, Pascales Caludes, alias Big Harry, and George Kaida, alias Lips. Good seamen being "a scarce and dear commodity now in England," the "Lennie" had been manned with Greeks, Turks and Austrians. The captain, disapproving of their seamanship, "vented his disappointment in some rough sailor's language." After a week, the crew rose, murdered the captain and the mates and made the steward navigate the ship to the Mediterranean. The prisoners were found guilty and sentenced to death.

5 May.—On the 5th May, 1813, Sir Thomas Plumer, the first Vice-Chancellor of England, made his first formal appearance in court accompanied by the Lord Chancellor and the Master of the Rolls. The novelty had attracted a great crowd and the pressure in the court was excessive, but the Vice-Chancellor did not remain long to gratify their curiosity. He merely took his seat for a few minutes on the right hand of the Chancellor.

This Week's Personality.

Sir Gilbert Elliot, who became Lord Justice Clerk in 1763, was not particularly eminent as a judge, but to make up for any deficiencies in this respect, he was a keen agriculturist, an Italian scholar and an excellent musician who is said to have been the first to introduce the German flute into Scotland. He had a large family of sons and daughters whom he educated with patriarchal firmness. Thus, when Andrew, destined afterwards to be the last English governor of New York, objected to the boiled mutton which seems to have been the eternal Scotch dish of the period, his father ordered the servant to give him boiled mutton for breakfast, dinner and supper till he learned to like it. His daughter Jean should be famous for all time as the authoress of "The Flowers of the Forest." During Prince Charlie's rebellion, her presence of mind is said to have saved the life of her father who was a strong supporter of the Hanoverian succession. When a party of Highlanders appeared before his house, she rushed to meet them as if they were welcome visitors while the judge fled to some neighbouring rocks and hid in the brushwood. The intruders, disarmed by their friendly reception, did not inquire too carefully for Elliot.

The Science of Hanging.

A coroner's jury, called upon to give a verdict in the case of a man who had been executed, recently embarrassed the prison governor by insisting on the unusual formality of seeing the scaffold. Such inquiring minds would have found much enlightenment in Marwood, England's greatest hangman, who succeeded Calcraft at the Old Bailey. The genial Calcraft had been in the habit of presenting himself at dinner on the last night of Sessions when he was given a glass of wine which he drank to the health of his patrons, "expressing gratitude for past favours and hopes of favours to come." But this official, who on the scaffold was wont to wear a flower in his buttonhole, followed old-fashioned methods, used a gallows-tackle which had not been improved for over two centuries, and often left his victims struggling in the air for five minutes, owing to a short drop. Marwood, his successor, had the greatest contempt for his methods. "Old Calcraft strangled 'em. I execute 'em," he used to say. He was the first executioner to bring science to his craft, ensuring a swift and merciful death. He would often lecture to a circle of friends at the "Golden Rose" tavern on the art of hanging and the advantages of the "Marwood method." The rope museum at his home was illuminating.

Walking Out.

At Hampstead Police Court recently a solicitor, appearing for the defence in a motoring case, walked out of court as a protest after an interruption by the clerk and an altercation. That particular forensic gesture is perhaps somewhat less widely used than it used to be. At any rate, a mastery of the time and manner of its use is no longer an integral part of the art of advocacy. O'Connell once used it with great effect when briefed to defend a prisoner in an almost hopeless case. Having worked up an altogether unnecessary row with the judge, he exclaimed at last: "As you refuse me permission to defend my client, I leave his fate in your hands; his blood be on your head if he is condemned." With that he stalked majestically out of court in full confidence (subsequently justified by the event) that the judge, who was young and nervously afraid of responsibility, would procure an acquittal. On a very different occasion the great Judah Benjamin once gained a complete moral victory over Lord Selborne who had exclaimed "Nonsense!" on hearing one of the propositions of law he put forward in an argument before the House of Lords. Without another word (that was essential for full effectiveness) he gathered his papers together, tied them up and, with a low bow, left the House. Lord Selborne was thunderstruck.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

The Reduction Factor.

Sir,—Your explanation of what is known as the Reduction Factor under s. 46 of the Housing Act, 1925, in "Current Topics," of your issue of the 6th April, appears to me to be somewhat inaccurate.

You state that the "owners of unhealthy, condemned houses were to receive market value less what was called the reduction factor, which brought down the compensation to site value." The true position was that owners of unhealthy, condemned houses were to receive site value only subject to a further reduction factor if the area was to be used for the re-housing of the persons of the working classes. The result was, therefore, that the owner might or might not receive the proper site value purely and simply according to whether or not the local authority proposed to use the land for re-housing the working classes. It has been this reduction factor which has caused such a feeling of injustice among owners.

Blackpool. T. Worthington Naylor.
8th April.

[We have submitted Mr. Worthington Naylor's letter to the contributor of the "Current Topic," who replies: "The purpose of the 'Topic' was to indicate the progress of the debate by the Standing Committee within a small compass. The title was, perhaps, unfortunate, or alternatively, an explanation might have been given, but the statement that 'owners of unhealthy, condemned houses were to receive market value less what was called the reduction factor, which brought down the compensation to site value' is not the writer's. These words are governed by 'In moving an amendment . . . it was urged' (the word 'brought' shows that the sentence 'owners . . . site value' is in *oratio obliqua*), and reproduce the statement of Mr. Strauss in moving the omission of cl. 58 of the new Bill. Sir Hilton Young's remarks are addressed to the value of the land and indicate the objection to the retention of the reduction factor as that term is used relative to the provisions of s. 46 of the Act of 1925. The writer desires to express his indebtedness to Mr. T. Worthington Naylor for drawing attention to the foregoing obscurity."—Ed., *Sol. J.*]

Obituary.

Sir HARRY COUSINS.

Sir Harry Cousins, solicitor, of Cardiff, died on Monday, the 29th April, at the age of eighty-three. He was educated at Littlemore and Oxford and served his articles in London. He went to Cardiff in 1874. He was appointed in 1898 District Registrar of the High Court and Registrar of the Cardiff and Barry County Courts, appointments which he held till his death. He was president of the Cardiff Law Society in 1891, and had been a justice of the peace for the city since 1921. He was knighted last year.

Mr. E. COULMAN.

Mr. Edward Coulman, solicitor, senior partner in the firm of Messrs. Colborne, Coulman & Lawrence, of Newport, Mon, died on Tuesday, 23rd April, at the age of seventy. Mr. Coulman, who served his articles at Beverley, Yorkshire, was admitted a solicitor in 1888.

Mr. E. L. DIXON.

Mr. Edgar Livesey Dixon, B.A. Cantab., retired solicitor, of Bexhill-on-Sea, died in London on Saturday, 27th April, in his sixty-first year. Mr. Dixon was admitted a solicitor in 1900.

MR. H. R. GILES.

Mr. Harry Ross Giles, solicitor, senior partner in the firm of Messrs. Helder, Roberts, Giles & Co., of Arundel-street, W.C., and Dulwich, died on Friday, the 19th April, at Tenterden, at the age of sixty-seven. Mr. Giles, who was admitted in 1896, was Chairman of the Law Association.

MR. F. J. HUNT.

Mr. Francis John Hunt, solicitor, senior partner in the firm of Messrs. Hunt & Hunt, of London, Romford and Ilford, died on Friday, 26th April. Mr. Hunt, who was admitted a solicitor in 1894, was Clerk to the Romford Justices for a number of years.

MR. P. LORING.

Mr. Percy Loring, solicitor, a partner in the firm of Messrs. Savory, Pryor & Blagden, of Outer Temple, Strand, W.C., died on Sunday, 28th April, at the age of fifty-four. Mr. Loring was admitted a solicitor in 1921.

MR. W. NEVE.

Mr. William Neve, solicitor, of St. Leonards-on-Sea, died on Sunday, 28th April. Mr. Neve was admitted a solicitor in 1887.

MR. W. B. WAY.

Mr. William Bernard Way, solicitor, of Newport, Isle of Wight, died at Ventnor on Sunday, 28th April, at the age of fifty-three. Mr. Way, who was admitted a solicitor in 1906, was legal adviser to the Siamese Ministry of Justice for twenty years.

Notes of Cases.

Judicial Committee of the Privy Council.

Maritime National Fish, Ltd. *v.* **Ocean Trawlers, Ltd.**

Lord Atkin, Lord Tomlin, Lord Macmillan, and Lord Wright. 12th April, 1935.

CHARTER-PARTY — TRAWLER — COMPULSORY LICENCE — FAILURE OF CHARTERER TO LICENCE—LIABILITY BY DEFAULT.

Appeal from Supreme Court of Nova Scotia, en Banco.

The appellants, Maritime National Fish, Ltd., were charterers of a steam trawler, the "St. Cuthbert," of which the respondents, Ocean Trawlers, Ltd., were the owners. The charter-party, dated the 25th October, 1928, was to continue from year to year unless terminated by three months' notice from either party. On the 8th July, 1932, it was agreed between the parties that the charter-party as then existing should be renewed for one year from the 25th October, 1932, but at a lower rate of monthly hire, namely $590.97. When the parties entered into the new agreement in July, 1932, there was an amendment, made in 1929, to the Fisheries Act, 1927, of Canada, which in substance made it a punishable offence to fish with a trawler except under licence from the Minister of Fisheries. In addition to the "St. Cuthbert" the appellants also operated four other trawlers, and on the 5th April, 1933, the Acting Minister informed them that it had been decided that licences were only to be granted to three of the five trawlers operated by the appellants. The appellants thereupon gave the names of three trawlers other than the "St. Cuthbert," and no licence was granted for her, and in consequence it was no longer lawful for the appellants to employ her as a trawler in their business. On the 1st May, 1933, the appellants gave notice to the respondents that the "St. Cuthbert" was available for re-delivery, and they claimed that they were no longer bound by the charter. On the 19th June, 1933, the respondents commenced an action claiming $590.97 as being hire due under the charter for the month ending the 25th May, 1933. It was agreed that if that claim was justified, hire at the same rate was also recoverable for June, July, August, September and October, 1933.

Lord WRIGHT, in giving the judgment of the Board, said that when the appellants renewed the charter in 1932 they were well informed of the legislation regarding the licences. If there was a frustration of the adventure, it resulted from the deliberate act of the appellants in selecting the three trawlers for which they desired licences to be issued. The appellants could not rely on their own default to excuse them from liability under the charter contract, and the appeal would be dismissed.

COUNSEL: *C. B. Smith*, K.C., and *Frank Gahan*, for the appellants; *H. N. Willink*, K.C., and *A. A. Mocatta*, for the respondents.

SOLICITORS: *Charles Russell & Co.; William A. Crump and Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Appeal.

Monro Brothers *v.* **Ryan.**

Greer, Maugham and Roche, L.JJ. 7th and 8th March, 1935.

SHIPPING—CHARTER-PARTY—DATE OF LOADING FIXED—EXCEPTION OF UNAVOIDABLE ACCIDENT OR HINDRANCES—SECOND CHARTER-PARTY IN INTERVAL—DELAY THROUGH GALES—LOADING UNDER FIRST CHARTER-PARTY DELAYED—LIABILITY.

Appeal from a decision of Atkinson, J.

By a charter-party dated the 2nd August 1933, the plaintiffs, who were shipowners, agreed with the defendant that a certain steamship owned by them, "expected ready to load about the 11th September, 1933," "being tight, staunch, strong and every way fitted for the voyage shall with all convenient speed proceed to Hamburg or so near thereunto as she may safely get" to load a complete cargo of sugar and salt which she was to carry to the Merchant's Quay, Kilrush, or so near thereto as she might safely get. It was agreed that if she was not in Hamburg ready to load within six days after the date named, the charterers should have the option of cancelling the agreement. Among the exceptions in the charter-party were "unavoidable accident or hindrances beyond the charterers' or owners' control." By another charter-party dated the 31st August, 1933, they agreed that the same ship should load a cargo of stone at Porthoustock for Felixstowe on the 6th or 7th September. She reached Porthoustock on the 7th September, but gales prevented loading till the 14th September. Owing to this she did not reach Hamburg till Sunday the 17th September, commencing to load next day. The agent of the shipowners in Hamburg had given notice of readiness to load on the 14th September. In this action the shipowners sued for the balance of freight and the charterer counter-claimed in respect of demurrage at Hamburg, lighterage at Kilrush, the ship having missed the spring tides, and loss on the re-sale of the sugar. Atkinson, J., gave judgment for the defendant on the counter-claim except in respect of the re-sale which was too remote. The plaintiffs appealed.

GREER, L.J., dismissing the appeal, said that though the shipowners did not break their first contract by entering into the second charter-party, since the ship would plainly be used in the interval, the result of entering into the second charter-party was that they broke their contract. The exceptions in the earlier contract only applied to the period when the ship was proceeding to Hamburg.

MAUGHAM and ROCHE, L.JJ., agreed.

COUNSEL: *Le Quesne*, K.C., and *H. Nelson; Chappell*, K.C., and *Sellers*, K.C.

SOLICITORS: *Lightbounds, Jones & Bryan*, agents for *T. O. Ward*, of Liverpool; *Pritchard & Sons*, agents for *Buckley, Watson & Blackwood*, of Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Lilley and Skinner, Ltd. *v.* Essex County Valuation Committee.

Lord Hewart, C.J., Avory and Humphreys, JJ. 11th April, 1935

RATING—SHOP PROPERTY—INCREASED ASSESSMENT—HOUSE PROPERTY NOT INCREASED—APPEAL—NO GROUND FOR OBJECTION—RATING AND VALUATION ACT, 1925 (15 & 16 Geo. 5, c. 90).

This was an appeal by Lilley & Skinner, Ltd., by case stated, from a decision of Essex Quarter Sessions on an appeal under the Rating and Valuation Act, 1925.

The appeal to Quarter Sessions was from a decision of the Southern Essex Assessment Committee, on a proposal made by the respondents, the Essex County Valuation Committee, to amend the current valuation list for the Borough of Ilford in respect of a hereditament, Nos. 101-105, High-road, Ilford, occupied by the appellants, whereby the Assessment Committee determined to increase the gross value of the hereditament from £862 to £884, and the rateable value from £682 to £734. Quarter Sessions dismissed the appeal. The building in question was occupied by the appellants as a shop. The current valuation list for the borough was the first quinquennial list made under the Rating and Valuation Act, 1925. On the 29th March, 1933, the respondents made proposals (about 1,100 in all) to amend the valuation list by increasing the assessments of most of the shop properties in the borough. One such proposal related to the appellants' shop, and, after amendment, that proposal called for a gross value of £884 and net value of £734. The appellants admitted that those amounts were not higher than the true gross and rateable values of the property. The assessment committee allowed the proposal and subsequently allowed the majority of the proposals relating to other shops in the borough. No alterations were made in the assessable values of dwelling-houses in the borough as a class. The appellants contended, at Quarter Sessions, that it was illegal to re-value and increase the assessments of shop properties generally in the borough without re-valuing and increasing the assessments of the dwelling-houses, and that a valuation list which discriminated unfairly between one class of property and another was bad in law.

Lord HEWART, C.J., said that the contention of the appellants was not that those who were assessed below the standard should have their assessments increased but that those who were correctly assessed should have their assessments reduced so that all might be equally incorrect. It was admitted by counsel for the appellants that the hereditament in question was not over-assessed, and, that being so, the case fell within the principle laid down by Eve, J., in *Ladies' Hosiery and Underwear, Ltd.* v. *West Middlesex Assessment Committee* [1932] 2 K.B. 679, namely, that once it was established that the assessment of the appellants' premises was correct, it was impossible to arrive at any other conclusion than that the want of uniformity, if it really existed, could not be due to over-assessment of the appellants' hereditament. It was impossible for the court to substitute for the correct figure another figure which was admittedly inaccurate. It had been argued in the court below that it was unlawful to re-value the shops without at the same time re-valuing the dwelling-houses. That implied that all the re-valuations must be done *uno flatu*, but there was no provision in the statute to that effect. Appeal dismissed.

AVORY and HUMPHREYS, JJ., gave judgments to the same effect.

Leave to appeal was refused.

COUNSEL: *Michael Rowe* and *Clive Tottenham*, for the appellants; *Comyns Carr*, K.C., and *Frederick D. Levy*, for the respondents.

SOLICITORS: *Foster Grave & Jay*, Ilford; *E. S. Holcroft*, Chelmsford.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

***Re* Powell, deceased.**

Langton, J. 25th February, 1935.

PROBATE—SETTLED LAND—ESTATE OF DECEASED COMPRISING LAND SETTLED BY TESTATOR DYING IN 1882 — NO APPOINTMENT BY DECEASED OF SPECIAL EXECUTORS—PERSONAL REPRESENTATIVES OF ORIGINAL TESTATOR INDISCOVERABLE WITHOUT INFINITE SEARCH AND EXPENSE—SPECIAL GRANT TO EXECUTORS OF DECEASED—SETTLED LAND ACT, 1925 (15 Geo. 5, c. 18), s. 3, sub-s. 3—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 155.

This was a motion for a limited grant of probate in respect of part of the estate of Edward Athelstan Lewis Powell, of Nanteos, Cardigan, who died on 27th March, 1930. By his will he appointed executors and trustees, but not special executors in respect of settled land. At the time of his death the deceased owned settled land either settled by the will of George Ernest John Powell, dated 5th July, 1881, or re-settled in the manner stated hereafter. The settled land fell into three classes (*a*) land settled under the will of George Ernest John Powell, and subject to a rent-charge to his widow now amounting to £250 per annum; (*b*) land settled by the will of George Ernest John Powell, but exonerated from the rent-charge by deed poll dated 24th September, 1909, but only in so far as the income yielded from the properties (A) [*supra*], and (C) [*infra*] yielded the income necessary to meet the rent-charge; and (*c*) land also settled by the will of George Ernest John Powell, but re-settled by a voluntary settlement dated 25th September, 1909. The trustees of the re-settlement, and by statute of the compound settlement, comprising the will of George Ernest John Powell and the re-settlement were G. R. Pryse-Saunders and J. A. R. Williams.

Owing to the rent-charge all three classes of property remained settled land within the meaning of the Settled Land Act, 1925, although Edward Athelstan Lewis Powell was the absolute owner of (*a*) and (*b*). Edward Athelstan Lewis Powell was tenant for life of (*c*). On the 28th August, 1930, probate of the will of Edward Athelstan Lewis Powell was granted to his executors, saving and except land vested in the deceased which was settled previously to his death, and not by his will, and remained settled land notwithstanding his death. A further grant of representation was thereby rendered necessary in respect of all the properties (*a*), (*b*) and (*c*). On 22nd July, 1931, a further grant of probate limited to the settled land was made to G. R. Pryse-Saunders and J. A. R. Williams as trustees of the re-settlement of 25th September, 1909, "and as such the executors as to the settled land" under the will of George Ernest John Powell. This grant was limited to the properties of which they were trustees, namely (*c*), and did not cover (*a*) or (*b*). George Ernest John Powell died in 1882, and probate was granted in 1883 to his sole executor Charles Harris Hodgson, who died in 1888. Probate of Charles Harris Hodgson's will was granted in 1888 to his sole executrix, who is believed to be dead. By virtue of the Settled Land Act, 1925, s. 30, sub-s. 3, the trustees of the Settlement contained in George Ernest John Powell's will would be his personal representatives.

Counsel now moved on behalf of the applicant, The Hon. Blanche Holford, a beneficiary under the settlement created by the will of George Ernest John Powell, that a limited grant of probate comprising properties (*a*) and (*b*) be made under s. 155 of the Judicature (Consolidation) Act, 1925, to the executors of the will of Edward Athelstan Lewis Powell, and without the necessity of citing the personal representatives of George Ernest John Powell. Counsel submitted that the personal representatives of George Ernest John Powell the original settlor could not be found fifty years after his death without infinite search and expense, and

even if they could be found there was no reason why they should accept the trusteeship.

LANGTON, J., ordered that the grant of probate of the will of Edward Athelstan Lewis Powell issued on 28th August, 1930, be revoked and that probate of the said will, save and except the settled land settled by the will and codicil of George Ernest John Powell coupled with the settlement of 25th September, 1909, be granted under s. 155 to the executors thereof, without clearing off the personal representatives (if any) of the settlor of the other settled land vested in Edward Athelstan Lewis Powell.

COUNSEL: *Noel Middleton.*

SOLICITORS: *Newton G. Driver* for *Smith, Davies and Jessop*, Aberystwyth.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Railway and Canal Commission.

In re Railways (Valuation for Rating) Act, 1930, and *In re* the Part of the First Valuation Roll relating to the Southern Railway Company as completed by the Railway Assessment Committee.

MacKinnon, J., Sir Francis Taylor, K.C., and Sir Francis Dunnell. 15th April, 1935.

RATING—PREMISES LET OUT ON STATIONS—RATEABLE AS PART OF RAILWAY UNDERTAKING—NOT SEPARATELY ASSESSABLE—RATING AND VALUATION (APPORTIONMENT) ACT, 1928 (18 & 19 Geo. 5, c. 44), s. 6 (3), proviso (*a*).

In this appeal by the Southern Railway Company and cross appeals by the Westminster City Council, by W. H. Smith and Son, and by the Pullman Car Co., Limited, against the insertion or non-insertion in the railway assessment roll of certain premises at Victoria Station, the principal point at issue was whether premises such as a bank, chemists, florists, tobacco and confectionery kiosks, bookstalls, toilet saloons, offices and advertisement show cases, rented out at the station, should be included in the assessment as part of the railway undertaking, or whether they were "parts of a freight transport hereditament which are so let out as to be capable of separate assessment" within the meaning of proviso (*a*) to s. 6 (3) of the Rating and Valuation (Apportionment) Act, 1928. The railway company also appealed against the assessment authority's finding that, at Beckenham, builders' merchants' yards should be separately assessed. The Kent County Valuation Committee was respondent to that appeal. The Railway Assessment Authority was respondent to all the appeals.

MACKINNON, J., after having reviewed the nature of the various agreements under which the premises were let, and the types of the different structures, said that he would have come to the conclusion, if he were free from authority to do so, that all those premises at Victoria, which were really lock-up shops, ought to be held to be in the exclusive occupation of the various tenants or shopkeepers. And he thought that he should come to the same conclusion as to Beckenham. In *Smith* v. *Lambeth Assessment Committee*, 10 Q.B.D. 328, however, it was held that bookstalls at Waterloo Station were in the occupation of the railway company and not of Messrs. Smith. If that decision was right, the same decision was required in this case. Whether it was right it was not for him to say; he was bound by it, and therefore the appeal of the Westminster City Council as to Messrs. Smiths' bookstalls in the present case must be dismissed. Further, he saw no logical reason why some of the premises at Victoria should be decided one way and some the other way, and he accordingly held that all the premises in question were in the occupation of the railway company, and were rateable accordingly. Appeal of the railway company allowed. The same result applied to the premises at Beckenham. On two further appeals in connection with rating his lordship held, first, that certain offices of the railway company at London Bridge, Waterloo, and Southampton were used in connection with the "general direction and management of the railway company" and were not therefore capable of insertion in the roll as "freight transport hereditaments," being quite distinct from any purpose of the station as a railway station; and secondly, that certain high-tension cables and sub-stations were "hereditaments consisting of land used only as a railway" and must be assessed as such.

COUNSEL: *A. S. Comyns Carr*, K.C., and *Michael Rowe*, for the Westminster City Council, and for the Kent County Valuation Committee; *Sir Stafford Cripps*, K.C., and *Erskine Simes*, for the Railway Assessment Authority; *W. T. Monckton*, K.C., *A. M. Trustram Eve*, K.C., and *Alfred Tylor*, for the Southern Railway Company; *R. M. Montgomery*, K.C., and *Arthur Capewell*, for W. H. Smith and Son Limited; and *Harold Williams*, for the Pullman Car Co., Limited.

SOLICITORS: *Sharpe, Pritchard & Co.; Torr & Co.; W. Bishop; Bircham & Co.; Ashurst, Morris, Crisp & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Societies.

Law Association.

The usual monthly meeting of the Directors was held on the 29th April, Mr. Douglas T. Garrett in the chair. The other Directors present were Mr. E. B. V. Christian, Mr. Guy H. Cholmeley, Mr. G. D. Hugh-Jones, Mr. Frank S. Pritchard, Mr. William Winterbotham, and the Secretary (Mr. Andrew H. Morton). A resolution expressing the Board's sense of loss in the death of Mr. H. Ross Giles, the chairman for the present year, and of sympathy with his family, was unanimously passed. The final arrangements were made for the holding of the Annual General Court, Lord Blanesburgh, the President, having notified his willingness to be present and preside. The final accounts for the financial year were directed to be paid and the annual general report was considered and approved; and other general business was transacted.

Royal Institution of Great Britain.

LIBERTY UNDER THE COMMON LAW.

Lord Tomlin, lecturing at the Royal Institution on the 5th April, traced the growth of the principle of individual freedom in English law. The English common law, he said, was built upon a foundation of remedies, and not on general principles. Rights had been brought into existence by the invention of new forms of writs or of new uses for old forms. This line of development had, perhaps, been attributable to the English love of precedent as opposed to abstract reasoning, the Englishman's wholesome fear of sacrificing reality to theory, however ingenious or plausible. When the common law courts had come into existence the King's justice had not been free to range at large over the land. England had been full of local and franchise courts, and the King's Council had also given birth to other courts such as the Exchequer, the Common Bench and the Chancery, while itself retaining considerable jurisdiction. Personal liberty was generally supposed to rest upon cl. 39 of Magna Carta, which provided that no freeman should be taken or imprisoned or disseised or exiled or in any way destroyed, except by the lawful judgment of his peers, or by the law of the land. These words had been used as a background to develop and support two institutions which probably more than anything else had been the safeguards of personal liberty; the jury system and the writ of *habeas corpus*. The phrase "except by the lawful judgment of his peers" had nothing to do with the jury system of to-day. It had secured later the right of peers accused of treason or felony to be tried by the House of Lords, or by a jury of peers in the Court of the Lord High Steward. In the days of Magna Carta, trial juries had not existed, and the phrase had probably referred to tribunals of the old type in which the suitors had been judges both of law and fact; it had been intended to secure that the freeman should not be judged by suitors who were his own inferiors. The trial jury had just begun to make an appearance, and this provision of Magna Carta was therefore retrogressive. It had become progressive by affording a support for the jury system—which, incidentally, was not an English, but a Frankish institution, and was founded not on popular right but on royal prerogative. Nevertheless, it had saved the country from the inquisitorial system of the Continent, and at the time of the French Revolution it had applied a timely check to the efforts of the executive to stifle freedom of speech. The accusatory system, non-existent in so many countries, was due in large measure to the trial jury, and it would be well not to discard the jury or to limit its function without mature consideration.

The words in Magna Carta "by the law of the land" were regarded as declaring the right of personal liberty for the protection of which the writ of *habeas corpus* had become the remedy. Parliament, and the common lawyers acting in alliance with Parliament, had soon put upon these words the interpretation "by due process of the common law," a development of high constitutional importance. The common law courts, in their desire to extend their jurisdiction at the expense of the local courts and the Court of Chancery, had discovered an instrument in a writ which had originally been issued simply to secure the presence of a defendant before the court at the hearing of a suit, and which had had nothing to do with the protection of personal liberty. Its characteristic had been its peremptoriness. It had required from the detainer of another the body of the prisoner before the court, and its value had first been proved by the common law courts in their struggle with the local courts. By its use they had brought up before them parties engaged in suits in local and franchise courts, and had released suitors who had been arrested under judgment of the local courts and, later, suitors committed by the Chancery. The writ had been strengthened and its defects remedied by various statutes. The courts had recently held that there could be no appeal against the granting of the writ (*Cox* v. *Hakes* (1890), 915 A.C. 506), and that an appeal from a decision not to issue the writ lay to the Court of Appeal and thence to the House of Lords, except in the case of a prisoner committed to prison by a competent court.

Lord Tomlin reminded the meeting of the great importance of personal liberty, and of the necessity for the common law courts and Parliament to continue to work together for its preservation.

Barristers' Benevolent Association.

The Annual General Meeting will be held in the Old Hall, Lincoln's Inn, on Thursday, the 9th May, at 4.30 p.m. The Right Hon. Lord Tomlin has kindly promised to preside. All members of the Inns of Court, whether subscribers to the Association's funds or not, are cordially invited to attend. Alterations of the Rules are contemplated in connection with the appointment of the Trustees of the Association, and a resolution will be submitted for this purpose. The Committee wish it to be known that the Association is urgently in need of further support. Members of the Bar who do not already subscribe will, if they attend the meeting, learn of the valuable work of the Association in relieving cases of distress in the profession, and of its pressing need for augmented resources. They are asked to make a note of the date, time and place, and to come if they possibly can. The annual report will be circulated, before the meeting, to every member of the Bar with an address in the Law List. The following twenty members of the Association are eligible and willing to serve on the Committee of Management for the ensuing year as ordinary members thereof, and will be proposed for election at the meeting:—James Rolt, K.C., J. D. Cassels, K.C., M.P., Sir William Hansell, K.C., Trevor Hunter, K.C., W. T. Monckton, K.C., J. G. Trapnell, K.C., Sydney Turner, K.C., D. Maxwell Fyfe, K.C., W. N. Stable, K.C., A. M. Trustram Eve, K.C., W. E. Vernon, Theobald Mathew, G. E. Timins, E. A. Godson, H. H. Maddocks, L. M. Jopling, Theodore Turner, The Hon. B. Bathurst, George Pollock, and The Hon. Charles Russell. Subscriptions and donations should be sent to the Association at 3, Harcourt-buildings, Temple. Cheques should be drawn in favour of "The Barristers' Benevolent Association or Order" and crossed "Westminster Bank, Ltd., a/c of Payees." A form of bankers' order will be enclosed with the report.

Parliamentary News.

Progress of Bills.

House of Lords.

Counterfeit Currency (Convention) Bill.
Read Second Time. [30th April.

Gloucester Corporation Bill.
Reported, with Amendments. [11th April.

London County Council (General Powers) Bill.
Read First Time. [30th April.

Northern Ireland Land Purchase (Winding Up) Bill.
Read First Time. [30th April.

Rhyl Urban District Council Bill.
Read First Time. [1st May.

Sheffield and South Yorkshire Navigation Bill.
Read Third Time. [30th April.

South Shields Corporation Bill.
Read First Time. [30th April.

Urmston Urban District Council Bill.
Read Third Time. [30th April.

Vagrancy Bill.
Reported, without Amendment. [30th April.

West Hampshire Water Bill.
Read First Time. [30th April.

House of Commons.

Baildon Urban District Council Bill.
Read Second Time. [29th April.
Bristol Tramways Bill.
Read Second Time. [29th April.
Bury and District Joint Water Board Bill.
Read Second Time. [29th April.
City of London (St. Paul's Cathedral Preservation) Bill.
Read Second Time. [29th April.
Glasgow Corporation Order Confirmation Bill.
Read Third Time. [1st May.
Government of India Bill.
In Committee. [30th April.
London County Council (Money) Bill.
Read First Time. [30th April.
Marlow Water Bill.
Read Third Time. [29th April.
Metropolitan Common Scheme (Palewell) Provisional Order Bill.
Read Second Time. [1st May.
Norwich Electric Tramways Bill.
Read Third Time. [29th April.
Rhyl Urban District Council Bill.
Read Third Time. [30th April.
Sharpness Docks and Gloucester and Birmingham Navigation Bill.
Read Third Time. [29th April.
Sheffield Corporation (Tramways) Provisional Order Bill.
Read First Time. [1st May.
South Essex Waterworks Bill.
Reported, with Amendments. [1st May.
South Suburban Gas Bill.
Read Second Time. [29th April.
West Hampshire Water Bill.
Read Third Time. [29th April.

Questions to Ministers.

INSURANCE COMPANIES (WINDING-UP) ACT.

Mr. WHITE asked the President of the Board of Trade whether, as a result of his further consideration of the affairs of the Anglian Insurance Company and other insurance companies now being wound up under the Assurance Companies (Winding-up) Act, 1933, he now proposes to promote legislation to protect the public and policy holders in future?

Dr. BURGIN: The matter is under active consideration. [30th April.

LAW REVISION COMMITTEE.

Major-General Sir ALFRED KNOX asked the Attorney-General whether the Law Revision Committee now sitting has received, or is prepared to receive, public evidence from any of the classes affected by the laws which the Committee is engaged in codifying.

THE ATTORNEY-GENERAL (Sir Thomas Inskip): The Law Revision Committee is not engaged in codifying any laws which affect a particular class. The matters referred to the Committee are certain legal doctrines affecting the population at large. If any person or body of persons desires to assist the Committee by tendering observations, I have no doubt that the Committee will be glad to receive them. [1st May.

Legal Notes and News.

Honours and Appointments.

Mr. C. W. RADCLIFFE has been appointed to succeed Sir Ernest Hart, who is retiring in June, as Clerk of Middlesex County Council. Mr. Radcliffe, who was admitted a solicitor in 1916, has been Deputy Clerk of the council for sixteen years, and County Solicitor for eight years.

Mr. A. GWYNNE DAVIES has been appointed Acting Town Clerk of Loughborough in succession to Mr. W. S. A. ROBINSON, who has been appointed Town Clerk of Glossop. Mr. Davies was admitted a solicitor in 1930.

Mr. D. J. BEATTIE, LL.B., of Colne, has been appointed Assistant Solicitor to the Beckenham Urban District Council. Mr. Beattie was admitted a solicitor in 1932.

Mr. EDWARD HAINES, Assistant Solicitor to the Rotherham Corporation since 1931, has been appointed to a similar position under the Nottingham Corporation. Mr. Haines was admitted a solicitor in 1928.

Mr. K. E. LAUDER has been appointed Assistant Solicitor to Enfield Urban District Council. Mr. Lauder was admitted a solicitor in 1932.

Mr. J. MALCOLM DOUGLAS has been appointed Clerk of Belford Rural District Council. Mr. Douglas was admitted a solicitor in 1905.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

A notice has been published in the *London Gazette* by the Home Secretary for the closing of the Metropolitan police courts next Monday, Bank Holiday.

The Minister of Transport has stated that up to the 27th April the number of persons examined for the new motor driving test was 22,539. Of these, 1,863 had failed.

The opinion that when motorists "only just passed" police cars they were guilty of only a technical offence was expressed last Monday by the Chairman of the Bromley (Kent) Bench.

The April session of the Central Criminal Court opened last Tuesday at the Sessions House, Old Bailey, before the Lord Mayor, Sir Stephen Killik, there being exactly 100 persons for trial or sentence.

Members of the Institute of Shorthand Writers practising in the Supreme Court of Judicature held their annual dinner last Monday at the Connaught Rooms, Mr. H. G. Wilde, the president, occupying the chair.

A report by the Keeper of the Registers and Records of Scotland, 1935, the first to be issued since the eighteenth and last report of the Deputy Clerk Register in 1868, has been published by the Stationery Office, price 1s. net.

The Prince of Wales has consented to lay the foundation-stone of the Royal Empire Society's new building in Northumberland-avenue and Craven-street at 3.30 p.m. on Monday, 3rd June, the seventieth birthday of the King.

The Council of the Royal Institute of British Architects have nominated Mr. Percy Edward Thomas, F.R.I.B.A., as president for the session 1935-36, in succession to Sir Giles Gilbert Scott, R.A., whose term of office ends in June.

It is officially announced that the King has graciously consented to become Patron of the Chartered Insurance Institute. All forms of insurance are represented at the Institute, which is primarily an educational and examining body.

Mr. Arthur G. M. Hesilrige, who recently retired from the editorship of "Debrett," held that appointment for nearly half a century. He is not severing his connection with "Debrett" entirely, as he has been appointed consulting editor.

At the Society of Antiquaries, Burlington House, last Tuesday the society's gold medal for distinguished services to archæology was presented to Sir Aurel Stein. This is the second gold medal award made by the society, the first having been awarded last year to Sir Arthur Evans.

At the annual meeting last week of the Birmingham Shakespeare Memorial Library it was reported that the library now contains 24,723 volumes in fifty-two languages. Tribute was paid to the continued co-operation of the Foreign Office in acquiring foreign Shakespeare works, as a result of which 140 volumes in ten languages had been received.

The Judicial Committee of the Privy Council resumed its sittings on Thursday last. The list contains twenty appeals, compared with twenty-six for the corresponding period last year. In the present list fourteen appeals are from India, three from Australia, and one each from the West Indian Court of Appeal, Trinidad, and British Honduras. Five judgments await delivery.

The first of a series of mock trials in aid of King Edward's Hospital Fund for London will be held at the London School of Economics on Tuesday, 14th May, at 5.30, when the cinema is to be charged with "Misappropriating History." Mr. Philip Guedalla will prosecute. The defence will be conducted by Mr. Beverley Baxter and Mr. Victor Saville. Mr. Theobald Mathew, Recorder of Maidstone, will be the judge. Full particulars may be obtained from the secretary, 10, Old Jewry, E.C.2.

Court Papers.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness Part II.	MR. JUSTICE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
May 6	Hicks Beach	Ritchie	*Hicks Beach	Jones
,, 7	Andrews	Blaker	Blaker	Hicks Beach
,, 8	Jones	More	*Jones	Blaker
,, 9	Ritchie	Hicks Beach	Hicks Beach	Jones
,, 10	Blaker	Andrews	*Blaker	Hicks Beach
,, 11	More	Jones	Jones	Blaker

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
May 6	*Blaker	*Andrews	More	Ritchie
,, 7	*Jones	*More	Ritchie	*Andrews
,, 8	*Hicks Beach	*Ritchie	Andrews	More
,, 9	Blaker	*Andrews	More	*Ritchie
,, 10	*Jones	More	Ritchie	Andrews
,, 11	Hicks Beach	Ritchie	Andrews	More

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

EASTER SITTINGS, 1935.

COURT OF APPEAL.

APPEAL COURT NO. I.

Tuesday, 30th April—Exparte applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Appeals from the Chancery Division (Final List).
Appeals from the Chancery Division (Final List) will be continued until further notice.

APPEAL COURT NO. II.

Tuesday, 30th April.—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division and, if necessary, King's Bench Final Appeals.
King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Before Mr. Justice EVE.

GROUP I.

(The Witness List. Part II.)

Mr. Justice EVE will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice BENNETT.

(The Non-Witness List.)

Mondays .....Chamber Summonses.
Tuesdays .....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Lancashire Business will be taken on Thursdays, the 2nd, 16th and 30th May.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice CROSSMAN.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours*).

Mondays ....Companies (Winding up) Business.
Tuesdays .....
Wednesdays .. } The Witness List.
Thursdays .... } Part I.
Fridays .....

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Bankruptcy Business.
Tuesdays .....
Wednesdays .. } The Witness List.
Thursdays .... } Part I.
Fridays .....

Bankruptcy Judgment Summonses will be taken on Monday the 20th May.
Bankruptcy Motions will be taken on Mondays, the 13th May and the 3rd June.
A Divisional Court in Bankruptcy will sit on Monday the 27th May.

Before Mr. Justice LUXMOORE.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays .....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice FARWELL.

(The Witness List. Part II.)

Mr. Justice FARWELL will sit daily for the disposal of the List of longer Witness Actions.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Thursday, 18th April, 1935.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Bowden Barnsdale v Bowden (not before May 31)
Finestone v Arcos Ltd
J Lesquendieu Ltd v Lesquendieu
Godfrey v The Linoleum Manufacturing Co Ltd
Same v Same
The Corporation of London v Lyons Son & Co (Fruit Brokers) Ltd
Re Bagley Coates v Bagley
Patuck v Patuck
Tarry v Chandler
Re The Henson Cabinet Co Ltd Re The Companies Act 1929
Re Bullock-Webster The Royal Exchange Assurance v The Royal Trust Company of Canada
Re Nautilus Steam Shipping Co Ltd Re The Companies Act 1929
Re Ashton-on-Mersey Electric Lighting Order 1896 Altrincham Electric Supply Ltd v Sale Urban District Council
Re Randall Pearse v Power
Re Parsons Thompson v. Parsons
Re J M Newton Vitreo-Colloid (1928) Ltd Re The Companies Act 1929
Re Same Re Same
The Cheapside Land Development Co Ltd v Leacock & Co Ltd
Desoutter v Ferguson
R.C.A. Photophone Ltd v Gaumont-British Picture Corporation Ltd
Re Gilmore Rooke v The Church Pastoral Aid Society
Re Skillicorne Bubb v Skillicorne
Re The Parent Trust and Finance Co Ltd Re The Companies Act 1929
James Smith & Sons (Norwood) Ltd v Goodman

(In Bankruptcy.)

Re a Debtor (No. 991 of 1934 Exparte the Debtor v the Petitioning Creditor and the Official Receiver
Re Schultz, C M Exparte the Trustee v Henry Highman
Re Holt, R J F, dec Exparte the Trustee v Clare Catley

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Investment Trust Corporation Ltd v The Singapore Traction Co Ltd
Von Koch v Gaumont British Distributors Ltd
Same v Same
Re Duffield Coal Products Ltd Re The Companies Act 1929

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

Williams Deacon's Bank Ltd v Metcalfe
Same v Same
Re Marston Marston v M. R. S. Ltd
Re Partington Olive and Partington Ltd
Re Same Same v Same

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Peterborough Trust Ltd v Steel Industries of Great Britain Ltd (not before May 7)
Mitchell v Alexander
H.M. Postmaster-General v Birmingham Corporation
Rickard v Fishman (not before May 7)
Rederiaktiebolaget Macedonia v Slaughter (not before May 7)
Davies v Powles
Lomas v The Colonial Bank
Redfern v Brown (security ordered)
Goddard v Samuel Rogers Ltd
Evans v Employers Mutual Insurance Association Ltd
Re The Housing Acts 1925 and 1930 Offer v The Minister of Health
Pullman Automatic Pen Co Ltd and ors v M Myers & Son Ltd and ors
Same v Same
Drummond Power & Co Ltd v Pollock
Ben Line Steamers Ltd v Joseph Heureux (London) Ltd
Re Solicitors Re Taxation of Costs
Harold Wood Brick Co Ltd v Ferris (security ordered)
Lyme v B J Bull & Co Ltd
Houghton v Bunyan
The Dunn Trust Ltd v Feetham
Drinkwater v Tarmac Ltd
B S Lyle Ltd v Castle
Holland & Webb Ltd v Deacon
Miller v Langley
Heriot v Evans
E F Grell & Co Inc v R Kamstra (London) Ltd
Kafetz v Majestic Taxicab Co Ltd
Robinson v Mears
Clarendon Radio Ltd v Cohn
Butcher v Westall
The Lindsey Finance Co Ltd v Smith Cooke Son and Co Ltd
Arslanian v William France & Son, (a firm)
Pike v Villiers
Maris v The London Assurance
Green v W Young & Son Ltd
The Southern Railway Co v Boots Pure Drug Co Ltd (James Wilkinson & Son Ltd third parties)
Willis v Wordley
Stretch v Sim
Ruddock v Woodhouse Hambly and Co (a firm)
Re The Arbitration Act 1889 Smith v Finch
Plumb v Rae
Hulme v Durrant
Brice v Poplar Corporation
Exham v Benson
Wynne-Jones v Butler
Re The Agricultural Holdings Act 1923 Hassall (Tenant) v Cholmondeley (Landlord)
Rose v Ford
Woodger v Buckeridge & Braune (a firm)
Spence v Turney Brothers Ltd
Drake v Lawrence
Smith v Colman

(Interlocutory List.)

Singer v Badams (1932) Ltd
Turquand v Wilkinson
The Victoria Trading Association (a firm) v A C Cossor Ltd
Staes v Cizec Shoes Ltd
The Anglian Insurance Co Ltd v Powles
McCance v Dart's (Somerset) Fruit Products Ltd
Benjamin v Carr

(Revenue Paper—Final List.)

Commissioners of Inland Revenue v Barnato
McKenna (H.M. Inspector of Taxes) v Eaton-Turner
Edwards (H.M. Inspector of Taxes) v Roberts
John Cronk & Sons Ltd v Harrison (H.M. Inspector of Taxes)
Fenton's Trustee v The Commissioners of Inland Revenue

FROM COUNTY COURTS.

FOR JUDGMENT.

Re The Chancel Repairs Act, 1932 Wickhambrook Parochial Chnrch Council v Croxford
Symons v Southern Railway Co

FOR HEARING.

Miller v Murray
Tempest v Jarvis (security ordered)
The Ebbw Vale Steel, Iron and Coal Co Ltd v Tew
Same v Richards
Same v Lewis
Panayi v Christopher
Emery v Elliott
Joseph v East Ham Corporation

Re James Turner & Co (Manchester) Ltd Re The Companies Act, 1929
Watson v Savill

RE THE WORKMEN'S COMPENSATION ACTS.

Leary v Owners of Ship "Deptford"
Matthews v Victoria Spinning Co (Rochdale) Ltd
British Insulated Cables Ltd v Harrison

FROM THE ADMIRALTY DIVISION.

(Final List.)

With Nautical Assessors.

"Corton" 1934—Folio 223. Owners of s.s. "Lady Wolseley" v Owners of s.s. "Corton"
"Penelope" 1934—Folio 65. Owners of s.s. "Fauvette" v Owners of s.s. "Penelope"

(County Courts.)

"Roseworth" 1935—Folio 25. The Dalgleish Steam Shipping Co Ltd v Jas Williamson & Son Ltd

Standing in the "Abated" List.

FROM THE CHANCERY DIVISION.

(Final List.)

Lester v Gough (abated Jan. 3, 1935)

FROM THE PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

Divorce

Wells v Wells (s.o.g. April 8, 1935)

FROM THE KING'S BENCH DIVISION.

(Final List.)

Clark v Mayhew (abated June 11, 1934)
Re The Arbitration Act, 1889 The Lensen Shipping Co Ltd v The Anglo-Soviet Shipping Co Ltd (s.o.g. March 29, 1935)
Re Crichton, an Infant (s.o.g. April 2, 1935)

FROM COUNTY COURTS.

Whiteman Smith Motor Co Ltd v Chaplin (s.o.g. March 19, 1935)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I.—Mr. Justice EVE, Mr. Justice BENNETT and Mr. Justice CROSSMAN.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part I will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

The Witness List Part II will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice BENNETT.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice LUXMOORE.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Set down 18*th April*, 1935.

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List Part II.

Before Mr. Justice EVE.

For Judgment.

Witness List. Part II.

Chesham v Chesham Urban District Council

For Hearing.

Retained Actions.

Witness List. Part II.

Plaza (Worthing) Ltd v Rowlands Estates Ltd. (not before 14 days after trial of K B action)
Archie Parnell and Alfred Zeitlin Ltd v Theatre Royal (Drury Lane) Ltd (fixed for June 19)
Same v Same (Cochran 3rd party) (fixed for June 19)

Before Mr. Justice FARWELL.

Retained Adjourned Summonses.

Re Henderson Public Trustee v Bruce (pt hd)
Re Hill Mander v Rix-Hill (pt hd)
Re Williams Thomas v Summers (fixed for April 30)
Re Letheren Public Trustee v Letheren (pt hd)
Re Smith Smith v Smith (pt hd)

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. Part II.

Mackenzie v Darragh Smail & Co Ltd
Smith v Martley Rural District Council
Martley Rural District Council v Kington
Pettiward v Cholmeley
British Acoustic Films Ltd v R C A Photophone Ltd
Same v Nettlefold Productions (a firm)
Madlener v Helbert Wagg & Co Ltd (s.o. for security)
Newton Chambers & Co Ltd v Neptune Waterproof Paper Co Ltd
Cole v Ever Ready Co (Gt Britain) Ltd (fixed for May 20)
Re F George King Ltd Re Companies Act 1929
Sides v Carters Knottingley Brewery Co Ltd
Manbre & Garton Ltd v Albion Sugar Co Ltd
Royal Society for the Protection of Birds v Andrews
Hogg v International Safety Films Ltd
Klenau v Smithers
Hearts of Oak Assurance Co Ltd v James Flower & Sons (a firm) (not before June 1)
Re Kestos Ltd Regd Design No. 725716 Re Patents and Designs Acts 1907-1932
Kestos Ltd v Kempat Ltd
Minimax Ltd v Moffat
Re Hackney Furnishing Co Ltd Re Companies Act 1929
Higson v Czarnikow & Co (a firm)
Screech v Standen (restored)
Hammond v Charles
Re W Gradwell & Co Ltd re Companies Act 1929
Dwyer v John Long Ltd
Accessory Food Factors Ltd v Witherington
A T S Co Ltd v Handley Page Ltd
National Fire Protection Co Ltd v Autofirex Ltd
Ferriman v Hasler Estates (a firm)
Mortimer Estates Ltd v F W Woolworth & Co Ltd (not before May 6)
Scott v Scott
Re Thomas Buchanan v Buckland
Crook v City Motor Omnibus Co Ltd
Stuart v Harben
Martineau v Higgs & Hill Ltd
Vinten v Pullman (Spring-filled) Co Ltd
Commercial Rubber Products Ltd v Shane (fixed for April 30)
Bevan v Bevan
Re Durran Durran v Durran
St Davids v Union-Castle Mail Steamship Co Ltd
Eaton v Kusel
Bailey v Sawers
Re Gunther Bell v Alexander
Draper v Trist
Marsh v Dennis

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 *hours.*

Before Mr. Justice CLAUSON.

Retained Matters.

Witness List. Part II.

Brickman v Hirsch action and counter-claim pt hd (fixed for April 30)
Houndsditch Warehouse Co Ltd v Houndsditch Wholesale Furniture Co Ltd action pt hd (s.o. to April 30)

Witness List. Part I.

Green v Amalgamated Engineering Union action (pt hd)

Before Mr. Justice CLAUSON.

Assigned Matters.

Re Guardianship of Infants Acts, 1886 to 1925 O'Conner v O'Connor Appeal from Justices (pt hd) (s.o. to May 14)
Re Same Norman v Norman Appeal from Justices

Retained Action.

Witness List. Part II.

Timmerman v Linden Club Ltd action (restored) (fixed for April 30)

COMPANIES COURT.

PETITIONS.

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21, 1931, to stand over generally—liberty to restore)
Britovox Ltd (same—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to restore)
London Clinic and Nursing Home Ltd (same—ordered on May 8, 1933 to s.o. generally—liberty to apply to restore)
Mitcham Creameries Ltd (same—ordered on Oct 15, 1934, to s.o. generally—liberty to apply to restore after action disposed of)
Davy Brothers Ltd (same—ordered on April 15, 1935, to s.o. to come on with scheme of arrangement)
London Pageant of Labour Society Ltd (same—s.o. from Feb 25, 1935, to May 7, 1935)
Spanish Main Exploration Ltd (same—s.o. from Mar 11, 1935, to June 24, 1935)
Whiteman Smith Motor Co Ltd (same—s.o. from Mar 11, 1935, to May 7, 1935)
Jameson Engine Co (U.K.) Ltd (same—s.o. from April 15, 1935, to May 7, 1935)
British Palestine and Eastern Tours Ltd (same—s.o. from Mar 25, 1935, to May 7, 1935)
Mortgage and Debenture Guarantee Corporation Ltd (same—s.o. from April 15, 1935, to May 7, 1935)
Bristol (Mayfair) Ltd (same—s.o. from April 15, 1935, to May 7, 1935)
Muriel Cox Ltd (same—s.o. from April 8th, 1935, to May 7, 1935)
Highfield Electrical Co Ltd (same—s.o. from April 15, 1935, to May 13, 1935)
British Lumophon Ltd (same—s.o. from April 15, 1935, to May 7, 1935)
Electramonic (Foreign Rights) Ltd (same—s.o. from April 15, 1935, to May 7, 1935)
Badams (1932) Ltd (same— s.o. from April 15, 1935, to May 7 1935)
Camphylene Co Ltd (to wind up)
Le Roith & Co Ltd (same)
N Zam & Co Ltd (same)
Read (Contractors) Ltd (same)
Ovens (Smithfield) Ltd (same)
H. Jacobson & Co Ltd (same)
F J W Kirkwood Ltd (same)
Mitchell Shipping and Transport Ltd (same)
London General Insurance Co Ltd (same)
Walter Ellis & Son Ltd (same)
Redvales Paper Mills Ltd (same)
Walter H Cottle & Co Ltd (same)
Associated Greyhound Racecourses Ltd (same)

C Norton (Bexhill) Ltd (same)
Associated Authors Productions Ltd (same)
Builders and Property Owners Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (same—ordered on Dec 8, 1930, to s.o. generally—liberty to restore)
Charles Brown & Co Ltd (same)
Strange the Printer Ltd (same)
Osbeck & Co Ltd (same)
Gear Grinding Co Ltd (same)
Samuel Firth Ltd (same)
H J Fletcher & Co Ltd (same)
Yates Holdings Ltd (same)
Wholesale Wine Association Ltd (same)
Kafue Copper Development Co Ltd (same—ordered on April 15, 1935 to s.o. generally—liberty to apply to restore)
Shirtliff Smith & Co Ltd (same)
Herbert Clarke Ltd (same)
English Motor Agencies Ltd (same)—ordered on April 1, 1935 to s.o. generally—liberty to apply to restore)
British Mannesmann Tube Co Ltd (same—s.o. from April 15, 1935 to May 7, 1935)
Percy E Fisher (1928) Ltd (same)
George Angus & Co Ltd (same)
Broadhead and Graves Ltd (same)
F Houghton Ltd (same)
Culloden Consolidated Co Ltd (same)
Singapore Para Rubber Estates Ltd (same)
Black Cat Motor Car Co Ltd (same)
Goodall Clayton & Co Ltd (same)
Wiggins & Co. (Hammersmith) Ltd (same)
Holland and Holland Ltd (same)
Kern Trinidad Oilfields Ltd (same)
Kern River Oilfields of California Ltd (same)
Isaac Snowden & Sons Ltd (same)
S Noton Ltd (same)
Kershaw and Abell Ltd (same)
Ye Mecca Ltd (same)
Taylor and Lodge Ltd (same)
Buloh River Rubber Estates Ltd (same)
Darragh Smail & Co Ltd (same)
Maidstone Radio Central Exchange Ltd (same)
County Radio Relays Ltd (same)
Thomas Owen & Co Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
Dorricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
Alexandra Stone Co Ltd (same)
General Theatre Corporation Ltd (same, and confirm reduction of capital)
Lichfield Brewery Co Ltd (same)
Davy Brothers Ltd (same)
Edgar Allen & Co Ltd (same)
James Sullivan & Co (Kilkenny Brewery) Ltd (to restore name to register)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (same)
Western Mansions Ltd (same)
Metallic Seamless Tube Co Ltd (same)
Chesterfield Tube Co Ltd (same)
British Italian Banking Corporation Ltd (same)
E W Rudd Ltd (to confirm reorganisation of capital)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore)
Kings Cross Land Co Ltd (ordered on June 26, 1934 to s.o. generally—liberty to apply to restore)
Flactophone Wireless Ltd (ordered on July 10, 1934 to s.o. generally)

Adjourned Summonses.

Orchorsol Sound Reproduction Ltd (application of T Froude—with witnesses—ordered on Nov. 11, 1932 to s.o. generally)
Marina Theatre Ltd (application of F H Cooper—with witnesses—ordered on May 10, 1933 to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (application of Liquidator—with witnesses—ordered on Dec 8, 1932 to s.o. generally)
New Central Hall Blackburn Ltd (application of Liquidator—with witnesses—ordered on Nov 6, 1934 to s.o. generally—liberty to apply to restore)
Essex Radio Supplies Ltd (application of Official Receiver and Liquidator—with witnesses—ordered on Oct 31, 1934 to s.o. generally)
Combined Leaseholds No 2 Ltd and anr v Kings Cross Land Co Ltd and ors (application of Plaintiffs—with witnesses)
Pictos Ltd (application of Liquidator—with witnesses)
Aynek Syndicate Ltd (application of Liquidator)

CHANCERY DIVISION.

Witness List. Part I.

Graham v Pemberton (s.o. to amend Pleadings)
Merritt v Merritt & Thatcher Ltd (s.o. for King's Bench action)
Huffer v Old Strand Chemical and Drug Co Ltd
Burn v Samson
Shipley Urban District Council v Bradford Corporation
Re Alliance Artificial Silk Ltd Thompson and Partners Ltd v The Company
Dobson v Adie Brothers Ltd
Brown v Hodgson
Simms v Dawkings
Cooper v Peacock
West Vale Knitting Mills Ltd v National Equipment Co Ltd
Sheehan's Trustee v Doyle
Re Smith McBain v Smith
MacNalty v Jorgensen
Jackson v National Provincial Bank Ltd (not before May 10)
Dougal v Merridew
North Middlesex Gas Co v Mill Hill Homesteads Ltd
Zollner v Bell
Jennings v Stephens
Brooks v Leicester Permanent Bldg Socy
Westminster Bank Ltd v Haase
Galbraith v McKenna
Botham v Daykin
Kincaid v Brise
William Willett Ltd v Horder
Re National Flying Services Ltd Cousins v The Company (adjd sumns with witnesses)
Re Same Same v Same (same)
Shepherd v Johnson
Southwell-Piper's Trustee v Burgin
Seys v Wood
Cator v F Reid Price & Co Ltd
Odhams Press Ltd v London and Provincial Sporting News Agency (1929) Ltd
Anglo-French Securities Corporation Ltd v M E Oil Syndicate Ltd
Re Butler Fenton-Jones v Butler (adjd sumns with witnesses)
Kent County Council v Kilpatrick
Porter v Porter

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice LUXMOORE.

Retained Action.

Shaw v Paragon (pt hd, s.o. for settlement)

Short Cause.

Michael v Oates

Further Consideration.

Re Mintoft Mintoft v Chapman (to follow No 18 Non-Witness List)

Before Mr. Justice BENNETT.

Retained Action.

Witness List. Part I.

Hawkins v Yost (pt hd, fixed for May 8)

Short Cause.

Harrison v Harrison

Procedure Summonses.

Ferriman v Hasler Estates (a firm)
Re Plaint in Newcastle-on-Tyne County Court Lamb v Lamb
British United Shoe Machinery Ltd v Holdfast Boots Ltd

Further Consideration.

Symper v Blissett

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Otomatic Supply Co Ltd v Rolfs (to come on with action)
Re Smith J Grayson Lowood & Co Ltd v Smith (restored)
Re Same Same v Same (restored)
Wood v King (fixed for April 30)
Re Williams Williams v Templeton (not before May 2)
Re Cooper's Contract Re Law of Property Act, 1925
Re Thompson's Conveyance Re Law of Property Act, 1925
Re Watson's Trusts Re Law of Property Act, 1925
Re Daniel Lloyd Jones Jones v Jones
Re Blake Peard v Blake
Re Tucker Tucker v Leigh-Hunt
Re Nicol Public Trustee v Aberdeen Royal Infirmary
Re de Wette Mullens v Mullens
Re J & P Coats Ltd's Application No. 143,363 Re Trade Marks Acts, 1905 to 1919 (fixed for May 29)
Re Love Love v Love
Re Clarke Church v Rawsthorn
General Council of Medical Education and Registration of the United Kingdom v Dental Board of the United Kingdom
Re Chapman Dickinson v Chapman
Re Gurney Stratton v Gurney
Re Mintoft Mintoft v Chapman
The Home Co-operative Society Ltd v Hanson
Re Pantry Griffith v Griffith
Re Anderson Fish v Anderson
Re Collins Neil v Thistleton
Re Wilkins Public Trustee v Wilkins
Re Stevens Church v Stevens
Re Wilton Ames v Wilton
Re Currie Clay v Currie

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 17th April, 1935.

APPEALS from County Courts to be heard by a Divisional Court sitting in Bankruptcy.

Shenton, J H Exparte the Trustee under a Deed of Assignment v Samuel Harris

MOTIONS IN BANKRUPTCY before the Judge.

Re Coventry, The Hon T G Exparte the Trustee v Montreal Trust Co
Re Lazarus, J Exparte the Official Receiver (Trustee) v Agnes Lazarus (married woman)
Re Cormack, D Exparte the Trustee v Stehli and Co

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

Belton v Crowle District Drainage Board
Belton and anr v Same
Stanley v Weardale Steel, Coal and Coke Co Ltd
Waller v Architects Registration Council of the United Kingdom
Ashton v Derby Co-operative Provident Soc Ltd
Essex County Council v L.C.C.
Hannaford v May
May v Hannaford
H.M. Commrs of Sewers v Cheffings
Lindley v Hendry
Maidment v Swain
Sowter v Steel Barrell Co Ltd
Territorial Army Assoc for County of Derby v Assessment Committee for South Eastern Area and anr
The Mayor etc of Guildford v Horner
Cotterill v Penn
The King v Walton (Exparte Todd)
Wurzal v Stewardson and anr
The King v W H Gilbert Esq and ors (Exparte Evans)
Pickering v Drew
The King v Durham County Council Nisi for Certiorari for Order Exparte Sedgefield Burial Joint Committee and anr
White v Fell
The King v Special Commrs of Income Tax (Exparte Elmhirst)
Townley Mill Co 1919 Ltd v Assessment Committee for Oldham
Andrews v Fournier
N Passmore Ltd v Petts and anr
Mower v Ridd
Gibson v Dixon
Absalom v Bexley U.D.C.
Jeffs v Wells

Derbyshire County Council v Middlesex County Council
L.C.C. v Berkshire County Council
Thomas v Sawkins
Norris & Co. (Builders) v Surrey County Council
Newman v Portsea Printing Works Ltd
Vann v Eatough
Spendlove v Challenger and anr
Allen v Stevens
Hornchurch U.D.C. v Standen
Westminster City Council v Regent Premier Sites Ltd
Huggett v Shoreham Shipping and Coal Co Ltd
L.P.T. Board v Sumner
Bees v Howcroft
Bees v Edwards
Stone v Horton
Jutson v Barron
Duncan v Jones
The King v Monmouthshire County Council (Exparte E J Smith and anr)
Kaye v Ealing Corporation
Adams v Baldwin
Marshall v Holmes
The King v Swansea Corporation (Exparte Hughes)
Smith v Hall
Robey v Vladinier
Lister v Warne
Lister v Abson
Brown v Thorley
Evans v Southdown Motor Services Ltd
Price v Perry
Jones v Surbiton U.D.C.
County Council of the Administrative County of Nottingham v County Council of the Administrative County of Middlesex
The King v J Powers Esq and ors (Exparte Walker)
H Cox and Sons Ltd v Sidery
Myers v Walker
Barker v Huddlestone
Ashby v Hancock
Owner of S S "Tilly" L M Russ v White Sea Timber Trust
de Keyser v Harris
de Keyser v British Railway Traffic and Electric Co Ltd
The King v Thomas William Trought and Dame Ethel Shakespeare (Exparte Burnett)
Sunderland v Robinson
James v Cloke
Fairbrother v Daek
Stevenson v Fulton

CIVIL PAPER—For Hearing.

Fried Krupp Aktiengesellschaft v Orconera Iron Ore Co Ltd.
Last and anr v Cork and anr
Perry v Mitchell Shipping and Transport Ltd
In the Matter of Roberts Seyd Jackman & Falck v Howard A Laurance & Co
Pribik v Klein

MOTIONS FOR JUDGMENT.

Imperial Tobacco Co (of Gt Britain and Ireland) Ltd v Podguszer
England v Markham and Northamptonshire County Council
United Water Softeners Ltd v Hanby

SPECIAL PAPER.

Maritime Insurance Co Ltd v Assicuranz Union Von 1865 (Coml April 30)
Deanby and Cadeby Main Collieries Ltd v Brodsworth Main Colliery Co Ltd

APPEALS UNDER THE HOUSING ACTS, 1925 AND 1930.

Birmingham Housing Compulsory Order, 1934 (Application of S Hutton)
Nottingham (St. James St No. 3B) Compulsory Purchase Order, 1934 (Application of J Marriott)
Nottingham (Montford St Area) Clearance Order, 1934 (Application of A E Joyce)
Nottingham (Sneinton Area No 6) Clearance Order, 1934 (Application of A E Joyce)
Nottingham (Montford St Area) Clearance Order, 1934 (Application of A Whitworth)
London County Council (Nigel Buildings, Camberwell) Clearance Act, 1934 (Application of H Himmelschein and P Brunner)

APPEAL UNDER THE PUBLIC WORKS FACILITIES ACT, 1930.

City of Manchester (Ringway Airport) Compulsory Purchase Order, 1934 (Application of Altrincham U.D.C. and ors)

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (H.M. Inspector of Taxes)
G W Selby Lowndes and The Commissioners of Inland Revenue
Compagnie Air Union and R B Wilson (H.M. Inspector of Taxes)
Sir James B Henderson and B Archer (H.M. Inspector of Taxes)
The Commissioners of Church Temporalities in Wales and E V K Bryant (H.M. Inspector of Taxes)
Thomas Smith Hudson and G N Wrightson (H.M. Inspector of Taxes)
Hailwood & Ackroyd Ltd and J Frame (H.M. Inspector of Taxes)
Hailwood & Ackroyd Ltd and J Frame (H.M. Inspector of Taxes)
Commissioners of Inland Revenue and The Midland Railway Co of Western Australia Ltd The Midland Railway Co of Western Australia Ltd and Commissioners of Inland Revenue
The Executors of Mrs Katharine L Timpson and E H Yerbury (H.M. Inspector of Taxes)
A H F Dolley (H.M. Inspector of Taxes) v The Newquay Knitting Co Ltd
C H Fleetwood-Hesketh and R F Fleetwood-Hesketh v The Commissioners of Inland Revenue
W de Burgh Whyte and J M Clancy (H.M. Inspector of Taxes)
H A Titcomb and J M Clancy (H.M. Inspector of Taxes)
H Lowe (H.M. Inspector of Taxes) and Peter Walker (Warrington) and Robert Cain & Son Ltd
Sir Thomas D Barlow, K.B.E. and The Commissioners of Inland Revenue
Commissioners of Inland Revenue and The Executors of Viscount Broome
Mrs Eileen Montague Macfarlane and H E O Hubert (H.M. Inspector of Taxes)
T W Woodhouse and The Commissioners of Inland Revenue
J P Hughes (H.M. Inspector of Taxes) and The Bank of New Zealand
J P Hughes (H.M. Inspector of Taxes) and The Bank of New Zealand The Bank of New Zealand and J P Hughes (H.M. Inspector of Taxes)
The Bank of New Zealand and J P Hughes (H.M. Inspector of Taxes) J P Hughes (H.M. Inspector of Taxes) and The Bank of New Zealand

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The Metropolitan Water Board have instituted an arrangement under which a member of the staff may be articled to the board's solicitor. The scheme provides that only one articled clerk may serve at a time, and it is restricted to officers not over twenty-seven who have matriculated and are prepared to study for a law degree. The first clerkship has been awarded to an officer aged twenty-one in the solicitor's department, who has been serving for four years.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 16th May, 1935.

	Div. Months.	Middle Price 1 May 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116½	3 8 8	2 19 4
Consols 2½%	JAJO	87½	2 17 2	—
War Loan 3½% 1952 or after	JD	105½xd	3 6 4	3 2 0
Funding 4% Loan 1960-90	MN	117¾	3 7 11	2 19 7
Funding 3% Loan 1959-69	AO	104	2 17 8	2 15 5
Victory 4% Loan Av. life 29 years	MS	116	3 9 0	3 3 0
Conversion 5% Loan 1944-64	MN	121½	4 2 4	2 3 6
Conversion 4½% Loan 1940-44	JJ	113½	3 19 4	1 17 2
Conversion 3½% Loan 1961 or after	AO	107½	3 5 1	3 1 6
Conversion 3% Loan 1948-53	MS	106¼	2 16 5	2 8 8
Conversion 2½% Loan 1944-49	AO	102¾	2 8 8	2 3 1
Local Loans 3% Stock 1912 or after	JAJO	95½	3 2 10	—
Bank Stock	AO	361½	3 6 5	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	90	3 1 1	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	112½	4 0 0	3 8 6
India 3½% 1931 or after	JAJO	97	3 12 2	—
India 3% 1948 or after	JAJO	87	3 9 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 17 10
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 17 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 9 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 6
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	102	3 13 6	3 11 3
Canada 4% 1953-58	MS	111	3 12 1	3 3 8
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 4
South Africa 3½% 1953-73	JD	108	3 4 10	2 18 4
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	107	3 5 5	2 19 10
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	87	2 17 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96½	3 2 2	—
Manchester 3% 1941 or after	FA	95	3 3 2	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101½	2 9 3	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
Do. do. 3% "B" 1934-2003	MS	99	3 0 7	3 0 8
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 17 2
Middlesex County Council 4% 1952-72	MN	113	3 10 10	3 0 2
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	95	3 3 2	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	113	3 10 10	—
Gt. Western Rly. 4½% Debenture	JJ	124½	3 12 3	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	130½	3 16 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	128	3 18 2	—
Gt. Western Rly. 5% Preference	MA	117½	4 5 1	—
Southern Rly. 4% Debenture	JJ	112½	3 11 1	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111½	3 11 9	3 7 0
Southern Rly. 5% Guaranteed	MA	128	3 18 2	—
Southern Rly. 5% Preference	MA	117½	4 5 1	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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FAYERMAN & CO., F.A.I., 57, The Parade, Leamington Spa. Est. 1874.
HOWKINS & SONS, 12, Albert Street, Rugby. Tel. 59. Est. 1888.
KIBLER MORGAN, 57, Ely Street, Stratford-upon-Avon. Tel. 110.
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SAM ROBBINS, Ltd., 25, Albert Street, Rugby. Tel. 430.
SLATER, DANN & CO., Sutton Coldfield. Tel. 2287 ; also Birmingham.
JOHN STAITE & SONS, F.A.I., 7, Euston Place, Leamington Spa. Tel. 36.
JAMES STYLES & WHITLOCK, F.A.I., The Estate Offices, Rugby. Tel. 70.
WIGGINS & RUSSELL (late W. WIGGINS), 14, Regent Place, Rugby. Tel. 548.

WORCESTERSHIRE.

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HENRY COOMBS & SMITH, F.A.I., Worcester. Tel. 35. Est. 1870.
ARTHUR G. GRIFFITHS, F.A.I., 14, Foregate St., Worcester. Est. 1897.
J. G. LEAR & SON, F.A.I., Malvern. Tel. 160. Est. 1863.
PHILIP LEVENS & SON, F.A.I., 110, High St., Bromsgrove. Tel. 84.
NOCK & JOSELAND, F.A.I., Bank Buildings, Kidderminster. Tel. 53.
W. P. WOODWARD, A.A.I., Broad Street, Worcester. Tel. 101.
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